City of Denton

Meeting Agenda

City Council

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

Tuesday, March 3, 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, March 3, 2026 at 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 26-0060 Meeting Questions, Responses & Handouts

Attachments: Exhibit 1 - Agenda Information Sheet

3. Work Session Reports

A. ID 25-2294 Receive a report, hold a discussion, and give staff direction regarding the use and potential disposal of real property tracts owned by the City of Denton.

[Estimated Presentation/Discussion Time: 30 minutes]

Attachments: Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Presentation

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

1. Closed Meeting:

A. ID 26-0261 Deliberations regarding Real Property - Under Texas Government Code, Section 551.072.

Receive information from staff, discuss, deliberate, and provide staff with direction pertaining to the City real property inventory and the identification and potential sale of City surplus real property, where a public deliberation of such potential sales would have a detrimental effect on the City's position in negotiations with third parties.

B. ID 26-2410 Deliberations Regarding Certain Public Power Utilities: Competitive Matters - Under Texas Government Code Section 551.086; Consultation with Attorneys - Under Texas Government Code Section 551.071.

Receive information from staff regarding an update to the Denton Municipal Electric Energy Risk Management Policy that includes public power utility competitive data; discuss, deliberate, and provide direction to staff regarding same. Consultation with City's attorney regarding legal issues associated with the above matter where a 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 Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, or would jeopardize the City's legal position in any administrative proceeding or potential litigation. This agenda item is related to Consent Agenda item ID 26-2406 and will be a placeholder if Council members have questions requiring confidential discussion as allowed by law.

C. ID 26-0314 Consultation with Attorneys - Under Texas Government Code Section 551.071.

Consult with the City's attorneys regarding petitions for streamlined expedited release from the City's Certificates of Convenience and Necessity (PUC Docket Nos. 58460 and 58462), 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 Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas or would jeopardize the City's legal position.

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. 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 26-0276 Ms. Tracy Duckworth regarding 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.

3. 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 –L). 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 26-0193 Consider approval of an Ordinance of the City Council appointing Cassey Ogden as Interim City Manager; entering an agreement with the Interim City Manager that sets forth the terms of the appointment including provisions regarding compensation, severance and duration; authorizing the Mayor to execute the agreement; authorizing the expenditure of funds and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance
Exhibit 3 - Interim City Manager Contract

B. ID 26-0236 Consider appointments to the Tax Increment Reinvestment Zone Number Two (Westpark TIRZ) Board of Directors.

Attachments: Exhibit 1 - Agenda Information Sheet

C. ID 26-2406 Consider adoption of an ordinance of the City of Denton repealing ordinance No. 24-2027; approving the 2026 Denton Municipal Electric - Energy Risk Management Policy (the "2026 ERMP"); delegating authority as provided in the 2026 ERMP;

authorizing and approving the subsequent execution of such other ancillary and related documents, including, without limitation, contracts, nominations, certificates, assignments, licenses, directions, instruments, confirmations, orders, and statements as are authorized by the 2026 ERMP, which are incident to or related thereto; confirming that the city of Denton, its mayor, its city council members, its city manager, its city attorney, and its city secretary are authorized to perform such acts and obligations as are reasonably required to consummate those future transactions which are provided for and authorized by the 2026 ERMP; finding that the purchase of electricity, natural gas, and related commodities and instruments are exempt from the requirements of competitive bidding; finding that the purchase of electricity, natural gas, and related commodities and instruments made by the city under the terms of the 2026 ERMP are in the public welfare of the citizens and electric ratepayers of the city; authorizing the expenditure of funds therefor; and, providing an effective date. The Public Utilities Board recommends approval (6-0).

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance
Exhibit 3 - Risk Policy CLEAN
Exhibit 4 - Risk Policy Dec'25 Final RL

D. ID 26-0216 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute an Interlocal Cooperation Agreement with Denton County, Texas for the City to provide utility relocations, inspections, and construction of a signal and roadway improvements along areas of Robson Ranch Road from IH 35 West to Cleveland Gibbs/Ed Robson Blvd in which the county agrees to reimburse the City an amount which shall not exceed $5,800,000.00; providing a repealer; and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance and Interlocal Cooperation Agreement

E. ID 26-0189 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute an Educational Experience agreement between the City of Denton and Texas Women's University (TWU) to provide facilities and opportunities at the Denton Senior Center to TWU students to support their acquisition of skills and knowledge related to their chosen field of study or occupation; authorizing the City Manager to perform all obligations of the City under the agreement and providing an effective date.

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

F. ID 26-0233 Consider the adoption of an ordinance of the City of Denton granting Boil Buddies Bash Denton Mudbug., a noise exception for the Boil Buddies Bash Denton Mudbug event on Saturday, April 11, 2026, from 12:00 p.m. to 7:00 p.m. at Lucky Lou's; and providing an effective date.

Attachments: Exhibit 1- Agenda Information Sheet

Exhibit 2- Ordinance

G. ID 26-0234 Consider the adoption of an ordinance of the City of Denton granting Fry Street Fair, a noise exception for the Fry Street Fair event on Friday, April 24, 2026, from 4:00 p.m. to 10:00 p.m., Saturday, April 25, 2026, from 12:00 p.m. to 10:00 p.m. and Sunday, April 26, 2026, from 12:00 p.m. to 10:00 p.m. at 109 Avenue A., Denton, TX; and providing an effective date.

Attachments: Exhibit 1- Agenda Information Sheet

Exhibit 2- Ordinance

H. ID 26-0239 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 HDR Engineering, Inc., for the design of Western Boulevard from US 380 to Jim Christal Road as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8377-012 - Professional Services Agreement for design services awarded to HDR Engineering, Inc., in the not-to-exceed amount of $588,451.00).

Attachments: Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Ordinance and Contract

I. ID 26-0240 Consider adopting an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under RFP 8919 for Health Individual and Aggregate Stop Loss Insurance for the Human Resources Department; and providing an effective date (RFP 8919).

Attachments: Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Ordinance

J. ID 26-0241 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, ratifying the expenditure of funds and authorizing the City Manager to execute a contract with United Healthcare Insurance Company, for Health Individual and Aggregate Stop Loss Insurance for the Human Resources Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8339 - for the one (1) year not-to-exceed amount of $5,811,278.00).

Attachments: Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Ordinance

K. ID 26-0242 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 A & C Construction, Inc., for the construction of the McKinney Sidewalk Audra to Loop 288 project for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (CSP 8790 - awarded to A & C Construction, Inc., in the not-to-exceed amount of $1,192,800.00).

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

L. ID 26-0243 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 of state-certified real estate appraisers for various City projects within the City of Denton for the Real Estate Department; and providing an effective date (RFQ 8955 - for a three (3) year term).

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

4. PUBLIC HEARINGS

A. DCC25-0007 Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a request for a Certificate of Design Consistency for a new two-story addition above the eastern portion of the structure facing S Austin Street and including modifications to the western and northern facades of the third floor of the existing structure facing S Locust Street and E Hickory Street at 101 S Locust Street, which is within the Denton Square Overlay Zoning District, and legally described as Parcels 1 and 2 of Block 8 of the Original Town of Denton, 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 severability, and establishing an effective date. (DCC25-0007, Wells Fargo Addition and Modifications, Cameron Robertson)

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Site Location Map
Exhibit 3 - Certificate of Design Consistency Application
Exhibit 4 - Staff Presentation
Exhibit 5 - Draft Ordinance
Exhibit 6 - Public Notice Sign Packet

B. S25-0014a 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 an Outdoor Storage use on approximately 4.95 acres of land, approximately located on the west side of Interstate Highway 35 West, 287 feet north of Metro Street and legally described as Lot 4, Block A Lattimore Industrial Park 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 establishing an effective date. The Planning and Zoning Commission voted (7-0) to recommend approval. Motion for approval by Commissioner McDuff and second by Commissioner Riggs. (S25-0014a, Bryce Van Arsdale)

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Staff Analysis
Exhibit 3 - Site Location Map
Exhibit 4 - Future Land Use Map
Exhibit 5 - Zoning Map
Exhibit 6 - Site Plan
Exhibit 7 - Notification Map
Exhibit 8 - Draft Ordinance
Exhibit 9 - Presentation

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. HL25-0004a Consider approval of a resolution of the City of Denton approving an application for a partial tax exemption of designated historic sites, in accordance with Chapter 10, Article VI, Sections 10-126 through 10-129 of the Denton Municipal Code of Ordinances, for a Local Historic Landmark located at 3316 Roselawn Drive, located on the northeast corner of the intersection of Roselawn Drive and Roselawn Circle; providing for severability; and providing an effective date. The Historic Landmark Commission recommends a favorable determination (7-0). (HL25-0004a, 3316 Roselawn Drive - Tax Exemption, Cameron Robertson)

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Site Location Map
Exhibit 3 - Chapter 10, Article VI, Sections 10-126 through 10-129
Exhibit 4 - Application for Historic Landmark Tax Exemption
Exhibit 5 - February 9, 2026 - Draft HLC Meeting Minutes
Exhibit 6 - Draft Resolution
Exhibit 7 - Presentation

B. OPA25-0001 Consider adoption of an ordinance of the City of Denton, a Texas Home-Rule Municipal Corporation, authorizing the City Manager to execute an Interlocal Agreement with Ponder Farms Municipal Utility District of Denton County for the oversizing costs related to the design and construction of a thirty (30") inch water line for Denton Water Utilities; providing for the expenditure of funds therefore in an amount not-to-exceed $2,261,212; and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance and Agreement.pdf
Exhibit 3 - Presentation

C. ID 26-0238 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 Sundt Construction, Inc., for construction phase services for the Pecan Creek Water Reclamation Plant Expansion Project for the Water Utilities Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8289 - awarded to Sundt Construction, Inc.,

including the first Guaranteed Maximum Price in the partial not-to-exceed amount of $92,321,565.00). The Public Utilities Board recommends approval (6-0).

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

D. ID 26-2430 Consider adoption of an ordinance of the City of Denton approving a Joint Election Agreement and Contract for Election Services with Denton County for joint election services for the May 2, 2026 Denton General Municipal Election being held for the purpose of electing Council Members to Places 5 and 6 and electing a Mayor to Place 7, and a Special Election for the purpose of electing Council Members to fill a vacancy for the unexpired term ending in May 2027 in District 1 and District 2; and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Draft Ordinance 26-2430 and Election Contract
Exhibit 3 - City of Denton Proposed Polling Locations
Exhibit 4 - Ordinance 25-2298 Ordering General & Special Elections
Exhibit 5 - Informal Staff Report # 2026-019
Exhibit 6 - Presentation

6. CONCLUDING ITEMS

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

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

C E R T I F I C A T E

I certify that the above notice of meeting was posted on the official website (https://tx-denton.civicplus.com/242/Public-Meetings-Agendas) and bulletin board at City Hall, 215 E. McKinney Street, Denton, Texas, on February 25, 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: Sara Hensley

DATE: March 3, 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: **Development Services, Real Estate**

DCM: **Cassandra Ogden**

DATE: **May 03, 2026**

SUBJECT

Receive a report, hold a discussion, and give staff direction regarding the use and potential disposal of real property tracts owned by the City of Denton.

BACKGROUND

The intent of this work session is to provide the City Council with information on the City's current real property inventory and those tracts that have been identified as potential surplus properties eligible for disposal or alternative use(s).

The City currently owns over 650 parcels of land, totaling approximately 4,700 acres. These properties were acquired for various public purposes, including street rights-of-way, electric and water utilities, public facilities like City Hall, the Development Services Center, fire stations, libraries, the airport, and parks and recreation.

The opportunity to identify surplus real property for potential sale was discussed as part of the 2025 Budget Task Force. Additionally, implementing a regular review and assessment of the City's real property inventory was one of the recommendations made from Matrix Consulting Group's assessment of the City's Real Estate Division operations. This recurring review, proposed annually in concert with the Budget process is essential to optimize public programming and long-range planning efforts, to ensure properties are developed in alignment with City priorities and to prevent overlooked assets from remaining underutilized or unprogrammed.

Following the task force and consultant recommendations, staff first conducted a preliminary review of properties in the City's inventory, considering properties unsold from a prior Surplus Sale, inquiries from the general public, physical property conditions. Next, Real Estate initiated a collaborative, cross-department review with department stakeholders for which the properties were purchased. This review provided operating departments with an opportunity to evaluate and identify their current and future programming needs, master plans requirements and City initiatives. Finally, the Finance Department provided data relating to initial funding sources used to procure the properties and revenue restrictions that may apply to the proceeds of the sale.

Calls, letters of interest, and applications to use or lease City property are currently included in the criteria staff uses to identify potential surplus property. There is an existing application process to ensure that requests to use City property are properly vetted and if cleared, are then presented to the City Council for final approval.

Staff anticipates the properties will be ready to advertise for sale by Q4 2026 and will provide the Council with periodic updates through Informal Staff Reports (ISRs) and Legal Status Reports (LSRs) as properties are moved closer to the bid sale.

RECOMMENDATION

Staff recommend the purchase of the properties.

DECISION POINTS FOR COUNCIL

1. Direction to accept staff recommendations and proceed with procedures and criteria used to identify surplus property; and
2. Direction to sell the properties identified as surplus by sealed bid

(Work Session Item: File ID25-2294).

FISCAL INFORMATION

Sale proceeds will be returned to the original funding source and used for the original issuance purpose.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Presentation

Respectfully submitted:
Deanna Cody, Deputy Director
Development Services-Real Estate

City Real Property Inventory Management and Potential Surplus Property Sale Program

Real Estate Division

File ID #25-2294 March 3, 2026

Purpose

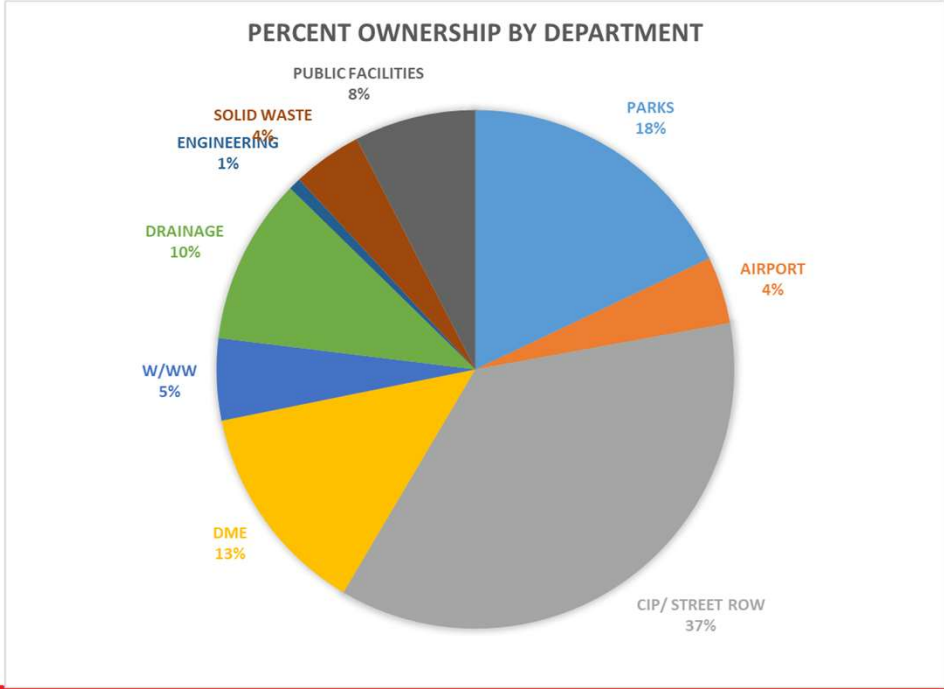
The purposes of this Work Session are to:

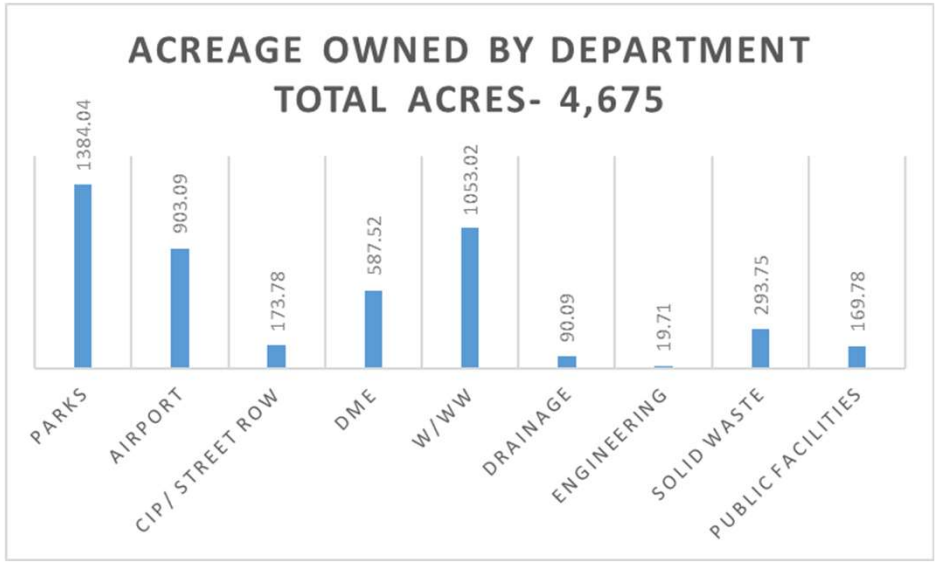
1. Present the Council with background information on
   A. City owned real property inventory
   B. Criteria used to identify potential surplus properties
   C. Methods of sale of surplus property

2. Receive direction on the sale of properties identified by staff as surplus.
3. There is a Closed Meeting placeholder if desired for further property discussions.

City Real Property Asset Inventory

Approximately 650 parcels & 4,700 acres of real property in City inventory- Public Facilities & Infrastructure- City Hall, Dev Service Center, Parks & Rec., Airports, Libraries, Fire Stations, Streets, Utilities, and Drainage





Background

SUPPORT FOR REVIEW OF THE PROPERTY INVENTORY:

- Recommendation from the Matrix Consulting Group's assessment of the Real Estate operations, practices and procedures
- 2025 Budget Task Force

❖ A collaborative, cross-departmental review timed with the budget cycle is essential to manage the City's 650-parcel real property inventory.

ANTICIPATED IMPLEMENTATION OUTCOMES:

Recurring reviews support the Real Estate Division's efforts to collaborate with Planning, Parks, Legal, Finance, Capital Projects and the utility departments to:

- prevent overlooked assets from remaining inactive/unprogrammed;
- support long-range planning efforts;
- ensure alignment with City development priorities; and
- leverage GIS and property data systems to evaluate surplus opportunities, confirm property status, and determine potential reuse or sale.

Surplus Property Process and Selection Criteria and Next Steps

Staff took the following actions to develop a preliminary list of surplus properties based on the criteria below and recommends the following process going forward with the City's budget cycle:

1. Identified potential surplus properties based on the following criteria
   - A. Unsold from prior 2017 Surplus Sale list
   - B. Inquiries from general public
   - C. Cross-Department Reviews
   - D. Physical Conditions – current condition: size, shape, developability, environmental, adjacent property
   - E. Legal & Regulatory Review – clear title, deed restrictions, past retention or reclamation period
   - F. Potential Highest and Best Use: sell vs lease, exchange, hold for future public use

2. Conducted cross-departmental reviews to determine current and/or future use plans for the properties and to identify any proceed restrictions.
   - **A. Operating Departments**
     - a. Initial Public Purpose-Overage from prior project that has been completed?
     - b. Operational Assessment – Actively used? Planned programming? Project funding available or anticipated?,
     - c. Overage from prior project that has been completed,
     - d. On a master plan or identified City initiative?,
     - e. Held in inventory over 10 plus years, vacant land, environmental considerations,
   - **B. Finance Department-** Revenue restrictions from sale proceeds based on funds used to procure

3. **Next Steps:**
   - **A. March 3, 2026-** Work Session seeking Council direction on the disposition of properties identified as surplus, meeting the above criteria
   - **B. Ongoing**- Periodic Updates presented to the Council through Informal Staff Reports and/or Legal Status Reports

Statutes Governing Disposition of City-Owned Property

State law and the City charter currently identify available methods of sale of City property via

- **Sealed Bid Sale Process** - Auction
  - This option is available for developable tracts of land or at City's discretion.
  - Process- Advertising a list of surplus properties in the local newspaper for 2 consecutive weeks
  - All bidders will be required to submit a completed City Surplus Property Sealed Bid Packet through Purchasing/IONWAVE in order to participate in the sealed bid sale.
  - Bids will be compiled and presented to Council for decision to accept or reject bid offers.

- **Direct Sale Process** - to a foundation, government agency, or an abutting owner*
  - This option is available for property interests obtained for streets, rights-of-way or easements; land the City wants to have developed, land in a reinvestment zone
  - Process-
    - Determine if an RFP is appropriate to accomplish the City's initiative or mission
    - Negotiate an agreement or contract terms for approval by the Council;
    - Market values will be determined by an independent appraisal or at auction
- Restrictions for each method of sale largely depend on the property condition and sale price (market value).

Identified Surplus Properties-

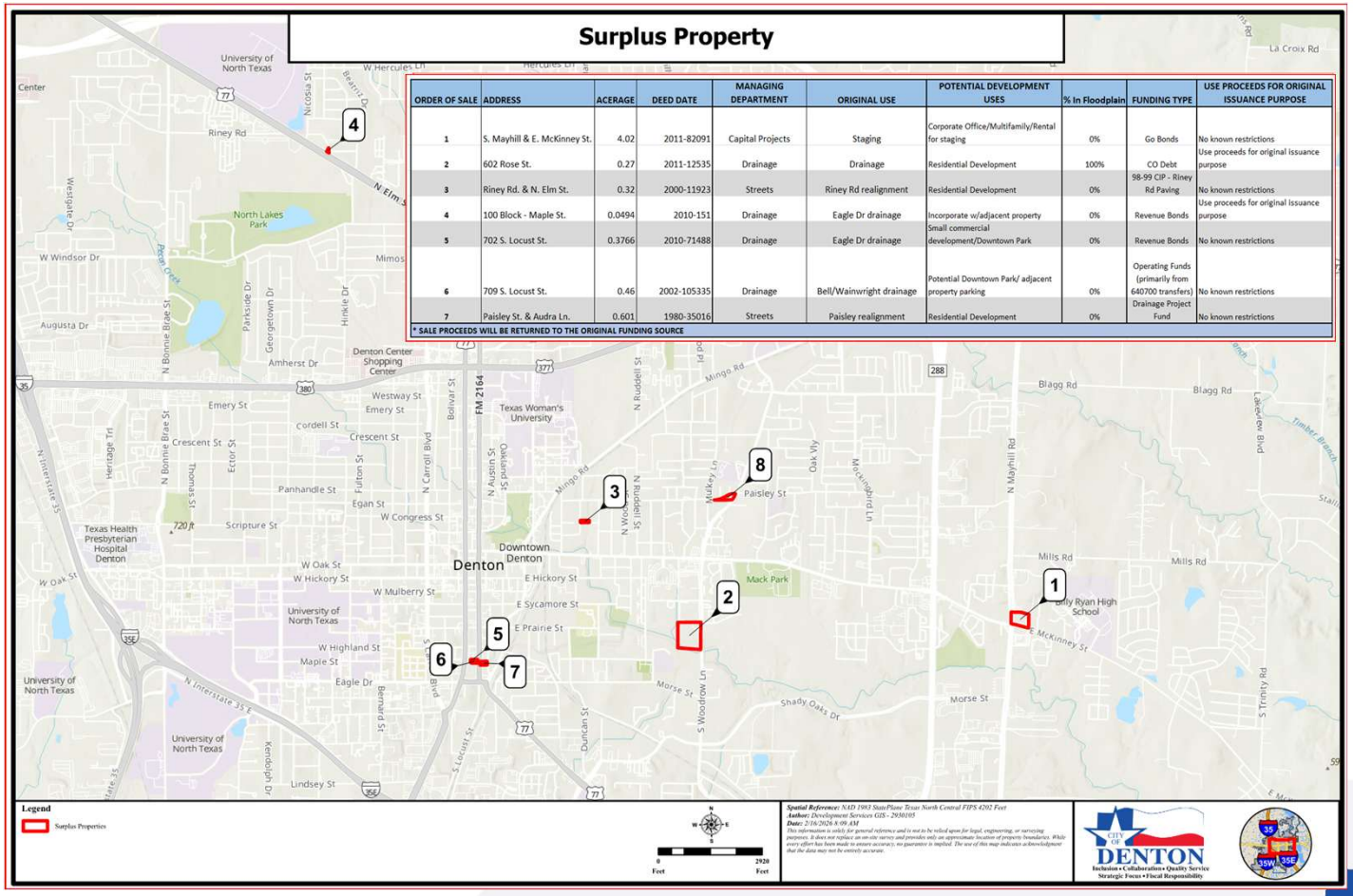
7 Properties – ~6 Acres

ORDER OF SALE	ADDRESS	ACERAGE	DEED DATE	MANAGING DEPARTMENT	ORIGINAL USE	POTENTIAL DEVELOPMENT USES	% In Floodplain	FUNDING TYPE	USE PROCEEDS FOR ORIGINAL ISSUANCE PURPOSE
1	S. Mayhill & E. McKinney St.	4.02	2011-82091	Capital Projects	Staging	Corporate Office/Multifamily/Rental for staging	0%	Go Bonds	No known restrictions
2	602 Rose St.	0.27	2011-12535	Drainage	Drainage	Residential Development	100%	CO Debt	Use proceeds for original issuance purpose
3	Riney Rd. & N. Elm St.	0.32	2000-11923	Streets	Riney Rd realignment	Residential Development	0%	98-99 CIP - Riney Rd Paving	No known restrictions
4	100 Block - Maple St.	0.0494	2010-151	Drainage	Eagle Dr drainage	Incorporate w/adjacent property	0%	Revenue Bonds	Use proceeds for original issuance purpose
5	702 S. Locust St.	0.3766	2010-71488	Drainage	Eagle Dr drainage	Small commercial development/Downtown Park	0%	Revenue Bonds	No known restrictions
6	709 S. Locust St.	0.46	2002-105335	Drainage	Bell/Wainwright drainage	Potential Downtown Park/ adjacent property parking	0%	Operating Funds (primarily from 640700 transfers)	No known restrictions
7	Paisley St. & Audra Ln.	0.601	1980-35016	Streets	Paisley realignment	Residential Development	0%	Drainage Project Fund	No known restrictions
* SALE PROCEEDS WILL BE RETURNED TO THE ORIGINAL FUNDING SOURCE									

Surplus Property

ORDER OF SALE	ADDRESS	ACERAGE	DEED DATE	MANAGING DEPARTMENT	ORIGINAL USE	POTENTIAL DEVELOPMENT USES	% In Floodplain	FUNDING TYPE	USE PROCEEDS FOR ORIGINAL ISSUANCE PURPOSE
1	S. Mayhill & E. McKinney St.	4.02	2011-82091	Capital Projects	Staging	Corporate Office/Multifamily/Rental for staging	0%	Go Bonds	No known restrictions
2	602 Rose St.	0.27	2011-12535	Drainage	Drainage	Residential Development	100%	CO Debt	Use proceeds for original issuance purpose
3	Riney Rd. & N. Elm St.	0.32	2000-11923	Streets	Riney Rd realignment	Residential Development	0%	98-99 CIP - Riney Rd Paving	No known restrictions
4	100 Block - Maple St.	0.0494	2010-151	Drainage	Eagle Dr drainage	Incorporate w/adjacent property	0%	Revenue Bonds	Use proceeds for original issuance purpose
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7	Paisley St. & Audra Ln.	0.601	1980-35016	Streets	Paisley realignment	Residential Development	0%	Drainage Project Fund	No known restrictions

* SALE PROCEEDS WILL BE RETURNED TO THE ORIGINAL FUNDING SOURCE





S. Mayhill & E. McKinney St. (~4 acres)



602 Rose St. (0.27 acres)



Riney & N. Elm (0.18 acres)



100 Block Maple (~0.05 acres)



702 S. Locust



709 S. Locust



Paisley & Audra

Staff Recommendation:

- Move forward using noted criteria to identify and sell potential surplus real property
- Dispose of currently identified surplus properties by sealed bid auction
- Set a minimum bid or reserve price
- Provide the Council with periodic updates via Informal Staff Reports and/or Legal staff reports
- Bring the result of the bids forward for City Council consideration in approximately 4-6 months

Outcome:

- Based on staff's estimation, if all properties sold, the sealed bid could result in approx. $1M to $2M in sales.
- The funds from the sale would be returned to the original source used for purchase.

Request for Direction

1. Direction to accept staff recommendations and proceed with procedures and criteria used to identify surplus property; and
2. Direction to sell the properties identified as surplus by sealed bid

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Human Resources

ACM: Christine Taylor

DATE: March 3, 2026

SUBJECT

Consider adoption of an Ordinance of the City Council appointing Cassey Ogden as Interim City Manager; entering an agreement with the Interim City Manager that sets forth the terms of the appointment including provisions regarding compensation, severance and duration; authorizing the Mayor to execute the agreement; authorizing the expenditure of funds; and providing an effective date.

BACKGROUND

The City Council is responsible for the appointment of the City Manager pursuant to the City Charter. In anticipation of a transition in City Manager leadership, Council is being asked to consider the appointment of an Interim City Manager to ensure continuity of operations, executive oversight, and organizational stability during the interim period.

Cassey Ogden currently serves as the Deputy City Manager and possesses the institutional knowledge and experience necessary to provide consistent leadership during this transition.

The accompanying agreement outlines the terms of the interim appointment, including:

- Compensation
- Duration of the interim appointment
- Severance provisions
- Other standard employment terms applicable to executive leadership roles

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance
Exhibit 3 – Interim City Manager Contract

Respectfully submitted:
Megan Gilbreath
Director of Human Resources

ORDINANCE NO.___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENTON APPOINTING CASSEY OGDEN AS INTERIM CITY MANAGER; ENTERING AN AGREEMENT WITH THE INTERIM CITY MANAGER THAT SETS FORTH THE TERMS OF THE APPOINTMENT INCLUDING PROVISIONS REGARDING COMPENSATION, SEVERANCE AND DURATION; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF FUNDS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Manager Sara Hensley is retiring effective close of business on May 30, 2026; and

WHEREAS, the City Manager's last official workday will be March 31, 2026, and she will be utilizing her accrued leave through May 30, 2026; and

WHEREAS, the City Council desires to appoint and employ Cassandra "Cassey" Ogden as the Interim City Manager, and Cassey Ogden desires to accept said employment with the City of Denton as the Interim City Manager; and

WHEREAS, the City Council desires to enter an agreement effective April 1, 2026, with the Interim City Manager (ICM) to clarify compensation during the ICM assignment, to provide an opportunity for the ICM's return to Deputy City Manager (DCM) position, and to provide for twenty weeks of severance for involuntary termination during the duration of the ICM assignment and during the twelve months after return to the DCM position, if applicable; and

WHEREAS, the City Council finds that the employment of Cassey Ogden as the Interim City Manager and that approval of the attached Employment Agreement are in the best interest 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 into the body of this Ordinance as if set out fully herein.

SECTION 2. The City Council hereby approves the appointment and employment of Cassey Ogden as Interim City Manager for the City of Denton effective April 1, 2026. The Interim City Manager is authorized to and shall carry out all duties and responsibilities of the City Manager as of April 1, 2026.

SECTION 3. The City Council hereby authorizes the Mayor to execute the attached Employment Agreement setting forth the terms and conditions of said employment including compensation, duration, severance, and other terms for the Interim City Manager on behalf of the City.

SECTION 4. The City expenditures provided for in the Agreement are hereby

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:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller _____
Digitally signed by Susan Keller
Date: 2026.02.25 09:06:50 -06'00'

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement"), is made by and between the City of Denton, Texas ("City") and Cassandra Ogden ("Employee"), an individual:

RECITALS

WHEREAS, Employee is currently employed as the City's Deputy City Manager; and

WHEREAS, the City has an absence in the position of City Manager as of April 1, 2026, and a vacancy after May 31, 2026; and

WHEREAS, the City will be conducting a recruitment to fill the vacancy, and in the meantime, City is interested in designating Employee, on an interim basis, as the Interim City Manager, and Employee is willing to accept and perform that interim assignment; and

WHEREAS, for the duration of this Agreement, Employee will fill the role of Interim City Manager; and

WHEREAS, if Employee chooses to apply for, but is not appointed as City Manager, following completion of the interim assignment, Employee shall return to the position of Deputy City Manager; and

WHEREAS, the parties desire to set forth the terms and conditions of the interim assignment.

NOW, THEREFORE, the parties agree as follows:

Section 1. Term

Subject to the terms and conditions of this Agreement, Employee shall remain in the position of Interim City Manager for the duration of the recruitment process for the position of City Manager until a City Manager is appointed, not to exceed twelve (12) months from the effective date unless extended by mutual written agreement of the parties. At the completion of the Interim City Manager assignment, Employee shall return to the position of Deputy City Manager.

Section 2. Appointment; Duties and Authority

City agrees to appoint Employee as Interim City Manager, effective April 1, 2026, to perform the functions and duties specified in the City Manager job description, the City's Charter, the City’s Ordinances, Resolutions, and Directives, applicable provisions of state law, and the directions of the City Council. Employee is subject to the direction and oversight of the City Council, and is appointed "at will," meaning Employee serves in the capacity of Interim City Manager at the pleasure of the City Council. During this time, Employee may perform the duties of Deputy City Manager or may

assign those duties to other employees as necessary on an interim basis. Subject to the oversight of the City Council, Employee has discretion to structure her time and prioritize tasks to ensure that necessary functions of each position are adequately fulfilled.

Section 3. Compensation

Effective April 1, 2026, Employee will receive the rate of Employee's current salary (Base Salary) plus an additional five percent (5%). Employee shall be paid at the same intervals and in the same manner as other management employees, and all wage payments are subject to applicable payroll taxes and withholdings.

This Agreement shall be automatically amended without requiring a written amendment hereto to reflect any Base Salary increases that are provided or required by the Employer's compensation policies for regular employees to include all salary increases on the same basis as cost-of-living adjustments to full-time non-civil service employees.

In addition, consideration may be given to an increase in compensation at any evaluation conducted pursuant to Section 15.

The Employer may reduce the Base Salary, other compensation, or any other financial benefit of the Employee only in the manner such reduction is applied in no greater percentage than the average reduction of the salary, compensation or benefits of all employees.

Section 4: Benefits

Employee shall continue to be eligible for any benefits provided to the Deputy City Manager classification.

Section 5: Vacation, Sick, and Military Leave

Employee shall accrue sick leave and vacation leave on an annual basis, at a minimum, at the same rate as other regular full-time non-civil service employees of the City of Denton. The Employee shall be entitled to military reserve leave time pursuant to applicable law and policy.

Section 6: Automobile

Employer will continue to pay the car allowance provided to Employee in the same amount and manner currently provided to the Employee as the Deputy City Manager.

Section 7: Retirement

Texas Municipal Retirement System (TMRS): For the duration of the Interim City Manager

assignment, Employee shall remain eligible for participation in TMRS in the same manner provided to the Deputy City Manager classification.

Employee may participate in the 457 deferred compensation plan to the same extent as all other employees.

Section 8. Termination

Termination by City. Employee understands and agrees that, in this interim assignment, Employee works at the will and pleasure of the City Council, and that Employee may be removed from the Interim City Manager position at any time, with or without cause, without any due process rights. Upon any such removal, or at the completion of the assignment, Employee will resume the position of Deputy City Manager.

Termination of Interim Assignment by Employee. Employee may voluntarily terminate this interim assignment at any time by giving not less than fourteen (14) days' notice. Upon receipt by the City of Employee's notice to voluntarily terminate pursuant to this provision, the City shall return Employee to the Deputy City Manager position at any date within that 14-day notice period. Employee will be paid for the Interim assignment for the days it was performed, with the Deputy City Manager salary resuming upon the effective date of return to that position.

Termination of Employment by Employee. Employee may voluntarily terminate employment with the City at any time by giving not less than fourteen (14) days' notice. Upon receipt of voluntary termination, the City may, at its option, relieve Employee of duty effective any date prior to the end of such period, provided that the City pays Employee all salary that would have been earned by the Employee through the balance of the notice period provided that such payment is not to exceed a 30 day notice period.

Return to Former Position. Employee currently holds the position of Deputy City Manager. City agrees to keep the Employee’s Deputy City Manager position available during the Term of this Agreement. Should Employee's service as Interim City Manager be terminated, Employee may (at Employee’s discretion) resume Employee’s duties as the Deputy City Manager.

Section 9. Severance

Employer shall provide a minimum severance payment equal to all amounts then due and owing to the Employee, plus twenty (20) weeks' salary at the then-current rate of pay, less Employee’s customary payroll deductions. This severance shall be paid in a lump sum to the Employee when employment is involuntarily terminated by the City for a reason other than misconduct as that term is defined by Texas Local Government Code Section Sec. 180.011 and is:

A. During Employee’s assignment as Interim City Manager if Employee is not allowed to resume the position of Deputy City Manager, or

B. Before the one-year anniversary of the date Employee returns to the position of Deputy City

Manager.

Section 10. Automatic Termination of Agreement

This Agreement shall immediately and automatically terminate with no further action required by either party, and no further obligation of either party being required, on the date any of the following occurs:

A. Employee is appointed as City Manager by adoption of resolution or ordinance,

B. The one-year anniversary of the date Employee returns to the position of Deputy City Manager, or

C. Payment of the Severance provided for herein is made.

Section 11. Hours of Work

Employee is exempt under applicable wage and hour laws and is expected to engage in those hours of work necessary to fulfill the obligations of the position. Employee must be available to other staff and members of the public during City's regular hours of business, and generally Employee is expected to be working during such regular hours of business. Employee's position also requires frequent time worked outside of customary business hours (e.g. to attend City Council meetings or other functions on City's behalf). As such, Employee's daily and weekly work schedule will vary in accordance with the work to be performed, and in accordance with specific direction provided by the City Council.

Section 12. Ethical Commitments

Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office in the governing body, nor seek or accept any personal enrichment or profit derived from confidential information, or holding office or position, or misuse of public time.

Employer shall support Employee in keeping the above commitments by refraining from any order, direction or request that would require Employee to undertake any of the aforementioned activities. Specifically, neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter involving personnel on a basis other than fairness, impartiality and merit.

Section 13. Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment.

Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with the Employee's responsibilities under this Agreement. Any outside consulting or business opportunities shall be subject to prior approval by the Employer.

Section 14. General Provisions

Amendments. The Employer and Employee by mutual written agreement may amend this Agreement. Such amendments shall be incorporated into and made a part of this Agreement.

Appropriation. Employer has appropriated, set aside, and encumbered, and does hereby agree to budget and appropriate, set aside, and encumber, available and unappropriated funds of the municipality in an amount sufficient to fund and pay all financial obligations of Employer pursuant to this Agreement, including but not limited to the severance, indemnification, and other benefits set forth in this Agreement.

Binding Effect. This Agreement shall be binding on City and Employee and shall not be assignable or transferable, in whole or in part, by either party. Any such purported transfer or assignment shall be null and void.

Counterparts. The Agreement may be executed in two or more counterparts, including via electronically-transmitted signature, each of which shall be deemed an original, but all of which together shall constitute one-in-the-same document.

Effective Date. This Agreement shall become effective April 1, 2026, as specified in Section 2.

Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Employee and City agree that venue for any dispute shall be in Denton County, Texas.

Incorporation of Recitals. The recitals set out on the first page of this Agreement are hereby incorporated as if fully set out herein.

Indemnification. Employer shall provide legal defense and indemnification to Employee in accordance with Chapter 2, Article VIII, of the City of Denton Code of Ordinances, as amended.

Integration. This Agreement sets forth and establishes the entire understanding between City and Employee with respect to the interim appointment. Any prior discussions or representations by or between the parties regarding this appointment are merged into and rendered null and void by this Agreement. The parties by mutual written Agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

Representation by Counsel. The parties acknowledge and agree that each party was, or had the opportunity to be, represented by legal counsel with respect to the matters that are the subject of this

Agreement and that they are fully advised with respect to their respective rights and obligations resulting from signing this Agreement.

Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the party granting the waiver.

Section 15. Performance Evaluation

City Council will conduct a mid-year review of Employee in August, 2026.

During this interim assignment, Employee is subject to the City Council's evaluation of performance, on day(s) and at times selected by the City Council.

The evaluation of the Employee shall at all times be conducted in executive session of the governing body, unless Employee expressly requests in writing the evaluation be open, and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Employer or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.

Section 16. Notices

Notice pursuant to this Agreement shall be given by personal service, by overnight delivery service (e.g. Federal Express), or by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer:

City of Denton
215 E. McKinney Street
Denton, TX, 76201
Attn: Mayor & City Attorney

Employee:

Cassandra Ogden
Mailing address last on file with City

Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission by overnight delivery or by the United States Postal

Service.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

City of Denton

By:_____
Gerard Hudspeth, Mayor

Employee

By:_____
Cassandra Ogden

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Economic Development**

ACM: **Christine Taylor**

DATE: **March 3, 2026**

SUBJECT

Consider appointments to the Tax Increment Reinvestment Zone Number Two (Westpark TIRZ) Board of Directors.

BACKGROUND

On December 17, 2012, the City Council adopted Ordinance No. 2012-366 designating and describing the boundaries of Tax Increment Reinvestment Zone Number Two (Westpark TIRZ) to provide the public infrastructure necessary to encourage development in the largest industrially zoned area in the City.

Current Westpark TIRZ Board Structure

The Westpark TIRZ board is comprised of 14 members. The City Council appoints 12 members, which is comprised of the Economic Development Partnership Board (EDPB). The governing body of Denton County, which levies taxes on real property in TIRZ Number Two, appointed one board member, John Withers. Rayzor Investments LLP, the "Developer," appointed Selwyn Rayzor.

The 14 Westpark TIRZ board members serve two-year terms and may serve as many as three terms. The board consists of the members in the chart below.

Member	Seat	Current Term	Term Number
Jeremy Fykes	At-Large	2024-2026	2
Vicki Byrd	City Council	2025-2027	1
Jill Jester	City Council	2024-2026	1
Lee Ramsey	Denton Chamber Board of Directors	2024-2026	2
Aimee Bissett	Denton Chamber Board of Directors	2023-2025	1
Ron Crockett	Top 20 Taxpayer	2024-2026	1
Brian Danhof	Top 20 Taxpayer	2023-2025	1
Jason Tomlinson*	TWU President/Chancellor /Designee	2024-2026	N/A
Aaron Roberts*	UNT President/Designee	2023-2025	N/A
Leo Morales	Hispanic Chamber of Commerce	2024-2026	1
Kerry Goree	Denton Black Chamber of Commerce	2023-2025	2
Rick Woolfolk	Aviation	2023-2025	1

Member	Seat	Current Term	Term Number
Selwyn Rayzor*	Developer	2024-2026	N/A
John Withers	Denton County	2024-2026	1
Ex-Officio			
Erin Carney	*Denton Chamber President*	*N/A*	*N/A*
Sara Hensley	*City Manager*	*N/A*	*N/A*
Susannah O'Bara	*DISD Superintendent*	*N/A*	*N/A*

**The Developer, President of UNT and the Chancellor/President of TWU or his/her designee are not restricted to the three-term limit. However, the university members must be reappointed by City Council for each term.*

On February 3, 2026, City Council considered the following appointments to EDPB:

New Appointments

- **Lucy Hedari, Top 20 Taxpayer**
  - This would be Ms. Hedari's first term.
- **Kimberly Garza Turner, UNT President/Designee**
  - This would be Ms. Garza Turner's first term.

Reappointments

- **Aimee Bissett, Denton Chamber of Commerce Board of Representatives**
  - This would be Ms. Bissett's second term.
- **Bryan Danhof, Top 20 Taxpayer**
  - This would be Mr. Danhof's second term
- **Clyde Rick Woolfolk, Aviation**
  - This would be Mr. Woolfolk's second term.
- **Kerry Goree, Denton Black Chamber of Commerce**
  - This would be Mr. Goree's third term

Through these appointments, the members were also made concurrent members of the Westpark TIRZ Board. Council action will confirm those EDPB members as Westpark TIRZ Board members. Ron Crockett, Top 20 Taxpayer was unable to continue serving on the board. Lucy Hedari, was appointed to fill the Top 20 Taxpayer seat. Aaron Roberts, UNT Designee was unable to continue serving on the board, Kim Garza Turner was appointed to fill the UNT Designee seat.

The members noted in green above, Selwyn Rayzor and John Withers, were appointed by the Developer and Denton County, respectively.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

February 3, 2026: The Denton City Council made appointments to the Economic Development Partnership Board.

RECOMMENDATION

Staff recommends confirmation of those EDPB members as Westpark TIRZ Board member appointments and appointment of Brian Danhof as chairperson.

EXHIBITS

Exhibit 1 – Agenda Information Sheet

Respectfully submitted:
Erica Sullivan
Economic Development Program Administrator

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Denton Municipal Electric**

GM: **Antonio Puente, Jr.**

DATE: **March 3, 2026**

SUBJECT

Consider adoption of an ordinance of the City of Denton repealing ordinance No. 24-2027; approving the 2026 Denton Municipal Electric - Energy Risk Management Policy (the "2026 ERMP"); delegating authority as provided in the 2026 ERMP; authorizing and approving the subsequent execution of such other ancillary and related documents, including, without limitation, contracts, nominations, certificates, assignments, licenses, directions, instruments, confirmations, orders, and statements as are authorized by the 2026 ERMP, which are incident to or related thereto; confirming that the city of Denton, its mayor, its city council members, its city manager, its city attorney, and its city secretary are authorized to perform such acts and obligations as are reasonably required to consummate those future transactions which are provided for and authorized by the 2026 ERMP; finding that the purchase of electricity, natural gas, and related commodities and instruments are exempt from the requirements of competitive bidding; finding that the purchase of electricity, natural gas, and related commodities and instruments made by the city under the terms of the 2026 ERMP are in the public welfare of the citizens and electric ratepayers of the city; authorizing the expenditure of funds therefor; and, providing an effective date. The Public Utilities Board recommends approval (X-X).

INFORMATION/BACKGROUND

The current DME Energy Risk Management Policy ("Policy"), approved by the City Council on October 22, 2024 by City Ordinance 24-2027, provided an updated framework under which DME's Energy Management Organization (EMO) manages DME's energy portfolio on a day to day basis, including control structures and protocols that provide for 1) segregation of duties and delegation of authority, 2) governance and oversight processes, 3) rigorous management reporting and 4) strict adherence to authorized hedging products and transaction limits.

The proposed updates to the 2024 Policy address changes to DME's portfolio and associated execution risk associated with the new large load and updates to the Denton Renewable Resource Plan.

The DME Risk Committee met on December 4, 2025 to deliberate on changes to the policy. In the forthcoming proposed update, DME and the Risk Committee recommend the Policy updates as described below:

- Increasing the authorization levels for power and natural gas transactions.
- Adding tolling agreements and structured transactions as permitted vehicles for hedging.
- Deleting references to Assistant General Manager.
- Eliminated references to Optimization Hedge Book

- Added EMO Wholesale and Large Load Book
- Added Transaction limit table for Ancillary Services
- Made changes to reflect updated Hedge Plan

RECOMMENDATION

The DME Risk Committee's proposed updates to the 2024 Policy can be characterized as minor changes to address changes to DME's portfolio and associated execution risk associated with large loads. The changes also better align the Policy with the updated Hedge Plan. Staff recommends approval of these changes to the 2024 version of the DME Energy Risk Management Policy.

EXHIBITS

1. Exhibit 1 - Agenda Information Sheet
2. Exhibit 2 - Ordinance
3. Exhibit 3 - Risk Policy CLEAN
4. Exhibit 4 - Risk Policy REDLINE

Respectfully submitted:
Chris Lutrick
Executive Manager of Operations

ORDINANCE NO. **26-_____**

AN ORDINANCE OF THE CITY OF DENTON REPEALING ORDINANCE NO. 24-2027; APPROVING THE 2026 DENTON MUNICIPAL ELECTRIC- ENERGY RISK MANAGEMENT POLICY (the "2026 ERMP"); DELEGATING AUTHORITY AS PROVIDED IN THE 2026 ERMP; AUTHORIZING AND APPROVING THE SUBSEQUENT EXECUTION OF SUCH OTHER ANCILLARY AND RELATED DOCUMENTS, INCLUDING, WITHOUT LIMITATION, CONTRACTS, NOMINATIONS, CERTIFICATES, ASSIGNMENTS, LICENSES, DIRECTIONS, INSTRUMENTS, CONFIRMATIONS, ORDERS, AND STATEMENTS AS ARE AUTHORIZED BY THE 2026 ERMP, WHICH ARE INCIDENT TO OR RELATED THERETO; CONFIRMING THAT THE CITY OF DENTON, ITS MAYOR, ITS CITY COUNCIL MEMBERS, ITS CITY MANAGER, ITS CITY ATTORNEY, AND ITS CITY SECRETARY ARE AUTHORIZED TO PERFORM SUCH ACTS AND OBLIGATIONS AS ARE REASONABLY REQUIRED TO CONSUMMATE THOSE FUTURE TRANSACTIONS WHICH ARE PROVIDED FOR AND AUTHORIZED BY THE 2026 ERMP; FINDING THAT THE PURCHASE OF ELECTRICITY, NATURAL GAS, AND RELATED COMMODITIES AND INSTRUMENTS ARE EXEMPT FROM THE REQUIREMENTS OF COMPETITIVE BIDDING; FINDING THAT THE PURCHASE OF ELECTRICITY, NATURAL GAS, AND RELATED COMMODITIES AND INSTRUMENTS MADE BY THE CITY UNDER THE TERMS OF THE 2026 ERMP ARE IN THE PUBLIC WELFARE OF THE CITIZENS AND ELECTRIC RATEPAYERS OF THE CITY; AUTHORIZING THE EXPENDITURE OF FUNDS THEREFOR; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton ("City"), a Texas home-rule municipal corporation governed by the constitution and laws of the State of Texas, operates a municipally-owned electric utility; and

WHEREAS, on October 22, 2024, the City Council ("Council") passed Ordinance No. 24-2027 which repealed the 2023 Denton Municipal Electric -Energy Risk Management Policy and approved the 2024 Denton Municipal Electric - Energy Risk Management Policy ("2024 ERMP"); and

WHEREAS, the 2024 ERMP requires that it be reviewed, amended if necessary, and approved by the Council; and

WHEREAS, the Council has determined and finds that (i) the 2026 ERMP provides for the purchase of electricity, natural gas, related commodities and instruments in the future in strict accordance with the provisions of the 2026 ERMP; (ii) any and all contracts and other documents that are required to be entered into by and between the buyers or sellers of electric energy, natural gas, and related commodities and instruments and the City are, (a) provided that these transactions are within the described and delineated limits and guidelines which are set forth in the 2026 ERMP, authorized, and (b) excepted from public disclosure, as permitted by the provisions of Section 552.133, Texas Government Code, as documents that are reasonably related to the

competitive public power matter, the disclosure of which documents would provide an advantage to the competitors or prospective competitors of Denton Municipal Electric; and, (iii) all such documents which are incident to or related with the above-described documents, as from time to time may be required by the City and/or the seller, are (a) authorized, and (b) should be excepted from public disclosure, as permitted by the provisions of Section 552.133, Texas Government Code, as documents that are reasonably related to a competitive public power matter, the disclosure of which documents would provide an advantage to the competitors or prospective competitors of Denton Municipal Electric; and

WHEREAS, the Council has determined and finds that the 2026 ERMP will not impair the ability of the City to comply with the provisions of any of its utility revenue bonds, as amended, which are now issued and outstanding; and

WHEREAS, the Council has determined and finds that both (i) Sections 252.022(a)(15) and 252.022(c) of the Texas Local Government Code are applicable to the 2026 ERMP, and those subsequent transactions authorized by said 2026 ERMP involving the purchase of electricity, natural gas, and related commodities, and (ii) the Texas statutory competitive bidding law are not applicable to such purchases by the City; and

WHEREAS, the Council has further determined and finds that these actions and the 2026 ERMP are in the best interest of its citizens and ratepayers;

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 are made a part of this ordinance.

SECTION 2. Ordinance No. 24-2027, and the 2024 ERMP approved by the same, are both repealed and are of no further force and effect, except that all transactions made under the 2024 ERMP remain protected from disclosure Section 552.133, Texas Government Code and any transactions entered into thereunder remain in effect for the term of any such transactions.

SECTION 3. The 2026 ERMP attached as Exhibit "A" and incorporated by reference, is approved and adopted.

SECTION 4. The City Manager, or their designee, and the City Secretary, or their designee, are authorized to execute, attest, and deliver respectively, all contracts which are authorized by the 2026 ERMP, and other such documents which are incident to, or related to, or which arise under the same ("Related Documents"), and to take such other additional actions as the City Manager, or their designee, shall determine to be necessary and appropriate to effectuate the matters set forth in this Ordinance and the 2026 ERMP.

SECTION 5. The City Council hereby delegates authority to the DME Risk Management Committee to make amendments or changes to the Hedge Plan that do not conflict with the 2026

ERMP. The City Council also delegates authority to the DME Risk Management Committee to make minor amendments or changes to the ERMP that do not conflict with the overall ERMP as approved by City Council.

SECTION 6. All subsequent actions taken by the Mayor, or their designee; the City Manager, or their designee; the City Attorney, or their designee; or the City Secretary, or their designee in furtherance of any future transactions that are authorized under the 2026 ERMP are approved and authorized in all respects as of the dates and times that such actions are taken.

SECTION 7. Immediately following the adoption by the Council of the 2026 ERMP, any and all subsequent documents and supporting documents which are executed pursuant to the 2026 ERMP as amended herein are to be sealed by the City Secretary and maintained in their custody and control as documents which are excepted from public disclosure under the provisions of §552.133 of the Texas Government Code (the "Public Power Exception"); unless otherwise lawfully ordered to disclose said documents.

SECTION 8. The expenditure of funds as provided for in this ordinance is hereby authorized.

SECTION 9. This ordinance shall become effective immediately upon its passage and approval.

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

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumhor, 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:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

Denton Municipal Electric

Energy Risk Management Policy

Approved by the City Council of the City of Denton, Texas

City Ordinance No. 26-____

Contents

SECTION 1 PROGRAM OVERVIEW 5

1.1 Introduction 5

1.2 Objectives 5

1.3 Energy Risk Management Framework 6

1.3.1 Organizational Objectives 6

1.3.2 Risk Mitigation and Measurement 6

1.3.3 Portfolio Management 7

1.3.4 Risk Control Infrastructure 7

1.4 Procedures and Guidelines 7

SECTION 2 ORGANIZATION STRUCTURE 8

2.1 Risk Management Committee ("RMC") 8

2.1.2 Risk Management Committee Structure 8

2.1.3 Meeting Frequency, Voting, Member Vacancies and Reports 9

2.1.4 Third Party Review of Energy Management Office; DME Cooperation with Consultant 10

2.2 Front, Middle, and Back Offices 10

2.2.1 Front Office 11

2.2.2 Middle Office 12

2.2.3 Back Office 13

SECTION 3 MARKET RISK PROTOCOLS AND EXPOSURE CONTROL 15

3.1 Market Risk Protocols 15

3.2 Authorized Transactions 16

3.3 Market Risk Control 16

3.3.1 Risk Tolerance 16

3.3.2 Transaction and Exposure Limits 16

3.3.3 Stress Testing 17

3.3.4 Model Validation and Controls 17

3.4 Information Systems and Models 18
SECTION 4 RISK REPORTING 19
4.1 Risk Management Reporting Policy 19
4.2 Risk Management Committee Meeting Updates 19
4.3 Transaction Valuation 20
SECTION 5 OTHER RESPONSIBILITIES AND POLICIES 21
5.1 Organization-Wide Responsibilities 21
5.2 Commercial Interests and Trading for Personal Accounts 21
5.3 Acknowledgment of Policy Requirements 22
5.4 Adoption of Energy Risk Management Policy 22
SECTION 6 CREDIT RISK POLICY 23
6.1 Introduction 23
6.2 POLICY OVERVIEW 23
6.3 Credit Risk Control 23
6.3.1 Credit Policies 23
6.3.2 Credit Limits 24
6.3.3 Counterparty Credit Function 24
6.4 Counterparty Credit Risk Assessment & Management 25
6.4.1 Counterparty Credit Rating 25
6.4.2 Credit Limit Management 25
6.4.3 Credit Limit Monitoring 26
Appendix A PORTFOLIO RISKS 27
A.1. MARKET RISK 27
A.1.1. Price Risk 27
A.1.2. Volume Risk 28
A.1.3. Liquidity Risk 28
A.2. CREDIT RISK 28
A.2.1 Credit Risk 28
A.2.2. Funding Risk 29
A.3. OPERATIONAL RISK 29
A.3.1. MODEL RISK 29

A.3.2. DENTON ENERGY CENTER OUTAGE RISK 29
A.4. REGULATORY RISK 30
A.4.1 Carbon Cost 30
A.4.2 Changes to ERCOT market design 30
A.4.3 Ongoing changes to ERCOT Protocols 30
A.4.4 Regulatory Compliance 30
Appendix B RISK EXPOSURE AND TRANSACTION LIMITS 31
B.1 Risk Books 31
B.2 Risk Exposure Limits 32
B.3 Portfolio Risk Exposure Limits 33
B.4 Open Position Management 34
B.5 Transaction Limits 34
B.5.1 Bilateral or Financial Power Transaction Limits 35
B.5.2 Congestion Management Transaction Limits 36
B.5.3 Physical or Financial Natural Gas Transaction Limits 40
B.5.4 Renewable Energy Credit ("REC") Transaction Limits 41
Appendix C ORGANIZATIONAL STRUCTURE 43
Appendix D APPROVED TRANSACTION TYPES 45
Appendix E FORWARD HEDGING STRATEGIES AND PLANS 48
Appendix F 2023 -2024 DME HEDGE PLAN 50
Hedge Plan Overview 50
Appendix G NEW PRODUCT/MARKET INSTRUMENT APPROVAL CHECKLIST . 52
Appendix H ENERGY RISK MANAGEMENT POLICY ACKNOWLEDGEMENT FORM 54

SECTION 1 PROGRAM OVERVIEW

1.1 Introduction

The City of Denton's municipally owned electric utility, operated under the trade name of Denton Municipal Electric ("DME"), is in the business of providing affordable and reliable energy and energy services to its customers in an environmentally sustainable manner. This Energy Risk Management Policy ("Policy") has been developed to establish a comprehensive framework for DME to meet and exceed the overall goals and objectives set by the City Council, subject to approved risk tolerances.

This Policy provides specific controls (e.g., segregation of duties, oversight, etc.) for the management of strategic and operational risks and establishes guidelines for DME to plan, execute and control the risks inherent in the generation, purchase and sale of energy for its retail customers. The resulting framework shall govern DME's energy portfolio activities through which City Management and DME personnel identify, capture, measure, manage, control, monitor and report financial and other risks. This Policy specifically addresses management of energy portfolio risk and provides a framework to maintain proper controls over portfolio activities as they change over time.

1.2 Objectives

The objectives of this Risk Policy are as follows:

1. Identification of inherent risks associated with procurement of energy and ancillary services to serve the retail load of DME's customers.
2. Periodic and consistent measurement and reporting of risks
3. Establishment of acceptable risks levels
4. Identification of authorized risk management transactions, volumes, terms and authority levels for all employees, committees, and boards involved in execution of risk management transactions.
5. Establishing disciplinary actions for violation of risk management policy including trading limits

DME's energy portfolio consists of its assets such as power plants, power supply contracts of varying delivery patterns and maturity, wholesale physical and financial hedges[1], congestion management trades, ancillary service requirements and retail load obligations. A number of inherent risks are associated with DME's energy portfolio, including market (price) risk, volumetric risk, operational risk, organizational risk, counterparty credit risk, liquidity (funding)

[1] As used in this Policy, physical and financial hedges are market transactions used to offset pre-financial existing risk in the portfolio and are generally used to reduce price exposure associated with DME supply and demand, price volatility or transmission congestion.

risk, and regulatory/legal risks (for more detail, see Appendix A for a summary of DME's portfolio risks).

DME manages these risks to achieve its core business objectives of delivering energy to its customers at reasonable and stable rates. Key risk management objectives and performance measures are shown in the table below.

Objective	Performance Metric
Reduce price and volumetric risk	Reduction in exposure to price volatility and volumetric variability
Competitive costs	Comparison of actual energy costs (including hedges and ERCOT balancing transactions, but excluding PPAs) to the average annual ERCOT Day Ahead Market (DAM) price, plus a hedging premium
Reasonable rates	Comparison of DME average rate to that of other Texas municipal utilities
Risk Policy Adherence	Identification, reporting and disciplinary action of policy violations

1.3 Energy Risk Management Framework

DME's Energy Risk Management Policy is built around a framework that includes the following four elements: Organizational Objectives, Risk Mitigation, and Measurement, Portfolio Management and Risk Control Infrastructure. Each of these elements is discussed further below.

1.3.1 Organizational Objectives

The Risk Management Committee ("RMC") approves goals, strategies, and objectives which help define the appropriate portfolio management activities that are undertaken by DME. This is done in coordination with strategic and business planning activities conducted to establish the budget and through periodic strategic planning activities.

1.3.2 Risk Mitigation and Measurement

As part of clarifying organizational objectives, this Policy defines the Energy Management Office's ("EMO") role in identifying, measuring and mitigating energy risks. DME's risk mitigation practices focus on implementation of the approved Hedge Plan for mid to long term risk mitigation and inside the month risk management activities to meet required targets, along with transaction and risk exposure limits.

1.3.3 Portfolio Management

DME engages in transactions that are conducted in accordance with hedging targets and risk management and transaction limits specified in connection with this Policy and in broader DME policies and operating procedures.

1.3.4 Risk Control Infrastructure

DME maintains a collection of internal controls, systems, and processes necessary to achieve the objectives of this Policy. These controls comprise DME's energy risk control infrastructure and includes provisions for:

- Energy Risk Management Organization Structure and Responsibilities
- Transaction and Risk Exposure Targets and Limits
- Portfolio Position Tracking
- Risk Measurement and Mitigation
- Performance Measurement
- Management Reporting
- Operating Procedures

1.4 Procedures and Guidelines

This Policy prescribes the management, organization, authority, processes, tools and systems to monitor, measure, control and mitigate market risks through DME's energy management activities. Upon adoption by the City Council, this Policy shall be implemented through a supporting set of standard operating procedures ("EMO Procedures Manual"). The operating criteria and parameters shall be updated as necessary to reflect changes in market conditions and staffing levels. All standard operating procedures shall be approved by the RMC.

All departmental procedures that may impact DME's energy portfolio shall be in full compliance with this Policy. DME executive management shall evaluate the degree of detail necessary in the operating procedures and may require that additional procedures be developed and implemented.

SECTION 2 ORGANIZATION STRUCTURE

2.1 Risk Management Committee ("RMC")

While the leadership of the Front, Middle and Back Office groups, along with the DME General Manager regularly review executed transactions, monitor proximity to transaction limits and oversee the implementation of DME's portfolio management activity, consistent with industry best practices, the executive oversight of DME's energy management activities is conducted through the Risk Management Committee ("RMC"). The RMC is also responsible for activities governed by this Policy and ensuring that Policy requirements are met. The RMC membership is to be comprised of five voting members and two non-voting members.

2.1.1. Risk Management Committee Responsibility

The RMC has the responsibility for executive oversight over the Program, which includes:

- Understanding DME's risk management objectives as described in Section 1.2 above and risk tolerances as described in Appendix B.3 and B.4.
- Approving annual risk plans, targets and limits as reflected in DME's proposed annual budget and Hedge Plan.
- Ensuring Program strategies are consistent with overall City goals and obligations.
- Reviewing this Policy at least annually and making recommendations for changes to the City Council and Public Utilities Board.
- Reviewing and monitoring DME's progress in managing its hedging plans/targets as described in Appendix E and proximity risk exposure limits specified in Appendix B.3.
- Understanding and discussing DME's energy-related financial risk exposures and DME's strategies for monitoring and controlling these exposures.

2.1.2 Risk Management Committee Structure

The voting members are:

- PUB Chair (or designee)
- City Manager (or designee)
- DME General Manager (Chairman)
- Executive Manager, Operations (or designee)
- City's Director of Finance (or designee)

The non-voting members, both acting solely within their respective responsibilities set out in the City's Charter, are:

- City Auditor (or designee)
- City Attorney (or designee)

2.1.3 Meeting Frequency, Voting, Member Vacancies and Reports

1. As needed, but no less than quarterly, the RMC shall meet to review EMO operations as described in Section 4.2. The Chair of the RMC shall provide at least five (5) business days' notice to the members.

2. Any member of the RMC can request a meeting to address circumstances or issues that may require immediate attention.

3. As needed, but not less than annually, the RMC reports results of DME's energy management activities and compliance with this Policy to the Public Utilities Board and the City Council

4. Each of the five voting members shall have a single vote on matters that come before the RMC and a voting member, or designee, must participate in the RMC meeting in order to vote and approve a proposed action. If a voting member is unable to attend an RMC meeting in person or by telephone, the member may designate an alternate to vote in his or her absence. A quorum of at least four (4) voting members is required for a vote to take place. The RMC makes decisions and take actions by a simple majority vote. If the RMC reaches an impasse that cannot be addressed through a vote, the DME General Manager may make a final decision by the end of the next business day on the issue and shall immediately notify all RMC members by email.

5. In cases where a member of the RMC leaves the employ of the City, the City Manager, upon consultation with the DME General Manager, will resolve the RMC vacancy by making an interim appointment at their discretion.

6. A standard set of reports shall be prepared and distributed by the Chairman in advance of each RMC meeting. The DME Compliance Officer, or their designee will act as Secretary to the RMC and will document all meetings and actions taken by the RMC in meeting notes that will be distributed to RMC members for their review and acceptance. Risk Policy compliance and risk position reports will be presented the RMC in a form that is approved by the RMC and which may be amended as determined necessary by the RMC. When establishing the standard set of reports, the RMC will consider the requirements set out in 2.1.3.

7. Meeting notes approved by the RMC will be distributed by the City Attorney to the RMC members, the City Manager, City Council and PUB.

8. As Chairman of the Risk Management Committee, the DME General Manager is responsible for all DME energy management activities, including the day-to-day efforts of the risk control function. At a high level, these responsibilities include understanding and measuring market risk, validating risk mitigation activities, hedge strategy compliance and risk reporting.

2.1.4 Third Party Review of Energy Management Office; DME Cooperation with Consultant

1. DME may employ a consultant periodically to provide an independent review to the RMC including, but not limited to:

    - Assessment of energy markets including energy news and counterparty information relevant to DME's risk management and hedge positions
    - Independent monitoring of DME's risk and policy limits as defined and approved in this policy
    - Review of DME's front office hedge strategy and recommendations for potential improvements
    - Independent review of DME's executed hedge positions for compliance with this policy
    - Review of DME's hedge positions and portfolio, including review of
        - Risk report
        - Position reports
        - P/L reports
        - Counterparty exposure reports
        - Settlements reports
    - Support in the ongoing development of DME's RMC standard set of reports
    - Performance of a cost benchmark analysis.
    - Review of Middle and Back Office functions.
    - Other tasks and responsibilities as may be determined important by the RMC.

2. DME shall cooperate with all requests of the consultant.

2.2 Front, Middle, and Back Offices

The "Front-Middle-Back Office" model provides for segregation of duties and efficient administrative support. It is a way to segregate DME energy management activities into

transactional ("Front Office"), independent risk control and transaction compliance ("Middle Office") and financial, accounting, and contract administration support ("Back Office") functions.

2.2.1 Front Office

The Front Office is primarily responsible for managing the energy supply portfolio associated with DME's wholesale market activities and directing its daily physical and financial trading.

The Front Office directly executes physical or financial transactions to support activities such as management of fuel, power, congestion, ancillary services, environmental attributes, and wholesale sales activities as well as develops measurable hedge strategies and plans at least annually (see Appendix E for details on hedging framework).

Specific responsibilities of Front Office personnel include:

1. Developing and implementing strategies that are consistent with program objectives and this Policy.
2. Monitoring the energy markets including determining the forward prices for products traded by the EMO ("marking curves") structural/regulatory changes, counterparty activity and financial wherewithal, market liquidity, and new supply and hedging instruments.
3. Advising the RMC of significant changes in the market and in the liquidity of approved hedging instruments, along with advising the RMC of the need for seeking Council approval of new hedging instruments that may help DME achieve its risk objectives. New hedging instruments shall be approved based on the guidelines shown in Appendix G – New Product / Market Instrument Approval Checklist.
4. Managing the portfolio of positions in physical and financial energy and energy-related commodities in a manner consistent with DME's risk management objectives and the corresponding Hedge Strategies contained in Appendix E – Forward Hedging Strategies and Plans.
5. Executing physical and financial transactions with approved counterparties through the appropriate exchange, broker, voice communication, email, etc.
6. Recording details of financial and physical transactions for DME's ETRM system.
7. Ensuring that transactions comply with this Policy.
8. Functioning as the primary point of contract and as an active participant in the ERCOT stakeholder processes.

The Front Office oversight role is accomplished through supervisory review and approval. DME's Front Office consists of Market Operations and the Market Analytics group and reports to the Assistant General Manager or the functional manager of the EMO.

2.2.2 Middle Office

The Middle Office is responsible for monitoring compliance with this Policy, for determining that energy transactions and exposures are within authorized limits and meet minimum targets, identifying any violations of the limits in this Policy and reporting any such violations to the General Manager and or Assistant General Manager, and for reporting the market exposure associated with all transactions entered into by the Front Office on an ongoing basis. The Middle Office is also responsible for credit risk management activities, including vetting and due diligence of counterparties, negotiating enabling agreements, establishing credit limits, quantifying the level of acceptable credit and market risk and providing estimates of key credit risk drivers.. If, in the opinion of the Middle Office, hedge decisions do not achieve program objectives, the Middle Office will determine why the objectives are not achieved and recommend to the General Manager, changes to existing and proposed hedge transactions and positions. In the event there is no consensus between the Front Office and the Middle Office, the Middle Office will recommend changes to the RMC on potential changes to the hedge transactions and the rationale for such recommended changes.

The Middle Office responsibilities include monitoring DME's energy management risk exposures and mitigation measures and ensuring compliance with policies, guidelines, and procedures. In connection with this responsibility, the Middle Office maintains a compliance log of any operational and/or procedural violations, which will be reported to the RMC each quarter. Alleged violations of and policy or procedures will be immediately reported to the General Manager and the Assistant General Manager.

Additionally, the Middle Office is responsible for recommending to the RMC when changes in policy or operating procedures are required. These recommendations may involve the temporary or permanent halting of transactions with one or more counterparties, and any other topic the Middle Office believes represents potential unacceptable risk exposure.

The Middle Office adopts and updates, as necessary, the Energy Risk Management Policy after such updates are adopted by the RMC, guidelines and procedures so that portfolio management functions occur in compliance with Energy Risk Management Policies and energy risk procedures and guidelines.

Specific responsibilities of the Middle Office include the following:

1. Verifies and reconciles physical and financial transactions, including conditions, quantities, and amounts to be paid and dates. The Middle Office collects and validates market quotes to mark portfolio positions and to ensure that the terms recorded and understood by DME match the terms actually agreed upon with counter parties and/or brokers.
2. Prepares position reports identifying the financial positions, physical positions, anticipated physical exposures, and the market value of the energy portfolio(s) on a position-by-position and aggregate basis.
3. Maintains risk measurement, performance, and valuation models, including various stress tests.
4. Prepares routine risk reports, including those identified in Section 4.2 – Required Reports.
5. On a daily basis, confirms that all exposures and activities comply with authorized market instruments as contained in Appendix D – Approved Types, the risk limits as contained in Appendix A – Risk Exposure and Transaction Limits and hedge coverage targets as contained in Appendix E – Forward Hedging Strategies and Plans. In doing so, the Middle Office monitors transactions and position limits, review daily positions, and activity reports, and ensures that trading instruments comply with current hedging strategies and are permissible.
6. Follows the remedial actions process in the event of any risk limit or hedge target breaches.
7. Ensures all transactions comply with this Policy.
8. Executes and sends written confirmations to counterparties to ensure terms and conditions are mutually agreed upon.
9. Manages the credit risk associated with DME's energy portfolio, including reporting current and potential future credit exposure, credit positions relative to authorized limits and changes to the credit risk profile of DME counterparties.
10. Maintains all counterparty enabling agreements and ensures that only enabled counterparties are populated and authorized in the system of record.

The Middle Office reports to the DME Regulatory & Risk Division Manager.

2.2.3 Back Office

The Back Office's primary responsibility is to ensure that financial records of DME's energy management operation accurately reflect the current state of energy risk management and power supply portfolio management activity. The Back Office is responsible for invoice checkout, verifying supply payments, invoicing, and settlements. The Back Office is also responsible, in coordination with City of Denton Finance, AR, and AP departments, for accurately calculating and booking the financial results of energy transaction activities,

billing, and accounts payable, as well as recording, reporting and accounting for risk management and hedging. Specific responsibilities of the Back Office include the following:

1. Supports accounts payable and receivable operations.
2. Coordinates with City Finance the recording of all revenue and expenses in the general ledger and other subsidiary ledgers when appropriate.
3. Coordinates the recording of posted cash receipts and revenues with City Finance to the appropriate subsidiary ledger.
4. Settles transactions (verification, accounts payable/receivable)
5. Develops and maintain documentation outlining standard procedures for performing the settlement functions described herein.
6. Notifies the Front Office, Middle Office, and the General Manager of any discrepancies that result from the reconciliation process.
7. Oversees the safekeeping of transaction-related documents.
8. Maintains funding and reconciles and records activity in cash accounts held with other ERCOT and other market participants.

The Back Office reports to the Business Services Division Manager.

SECTION 3 MARKET RISK PROTOCOLS AND EXPOSURE CONTROL

3.1 Market Risk Protocols

The following market risk protocols shall govern DME's participation in wholesale energy markets. Specific limits, methodologies, reports, operational procedures and approval processes are detailed in the EMO Procedures Manual.

- DME will ensure that it has full knowledge of its energy portfolio position and the resulting exposure and understands the implications of its energy management activities.
- Only personnel authorized by the DME General Manager, or their designee, pursuant to a written Delegation of Authority Memorandum or email copied to the middle office can transact on behalf of DME in the wholesale energy market (see Transaction Limits section of Appendix B).
- Personnel involved with DME's energy management activities will ensure they obtain competitive prices, transact based upon competitive market conditions and that counterparty credit risk is diversified by setting up master enabling agreements [such as the International Swaps and Derivatives Association, Inc. (ISDA), Edison Electric Institute (EEI), and the North American Energy Standards Board (NAESB)].
- DME may only transact in wholesale energy-market products authorized by this Policy and at retail price levels stipulated in the current rate manual or as approved by the PUB or City Council as applicable.
- DME may only transact within transaction limits approved and defined in this Policy.
- All energy transactions will be carried out on recorded phone lines, electronic trading platforms, via electronic media (including email and other online methods) or other media that can be recorded and documented.
- Metrics for assessing DME's market risk exposure will be specified, measured, monitored, and reported on a regular basis to the RMC.
- On a daily basis, all wholesale market transactions are recorded in the official system of record which captures and reports physical and financial positions so that each can be reviewed separately and in total so that net volume and price risk and collateralization requirements can be accurately assessed and managed in real time. This system also serves as a central check and balance tool; therefore, allowing for reconciliation of physical and financial confirmations with transactional input. This system also produces and reports risk information.
- Models and inputs for valuation and risk measurement and mitigation shall be subjected to a validation and change control process. The models employed and associated processes shall

be described in detail in the EMO Procedures Manual.

3.2 Authorized Transactions

Authorized types of transactions are addressed in Appendix D of this Policy. These transactions types are, and shall continue to be, focused on supporting the energy portfolio goals of the City Council and this Policy.

3.3 Market Risk Control

An important element to any energy risk management and mitigation program is the regular identification, measurement, and communication of market risk. DME's net "open" position (i.e., whether it needs to buy or sell energy products on a daily, hourly, monthly or annual basis to balance the energy portfolio) and the market exposure associated with its net open positions shall be quantified and compared against exposure limits contained in this Policy and discussed, on a regular basis, with the RMC.

Market exposure associated with these net positions shall be quantified using forms of measurement approved by the RMC. The market exposure measurement criteria shall be reviewed at least annually and consider changes in DME's net positions and existing and projected market conditions. The Middle Office shall have primary responsibility for coordinating the development, maintenance, and modification all market measurement methodologies within DME and for recommending approval of these methodologies by the RMC.

3.3.1 Risk Tolerance

For the purposes of this Policy, DME's Energy Risk tolerance is defined by the degree of uncertainty that DME can accept in its future financial ratios and customer rates on a projected basis.

DME's Energy Risk tolerance and measurement of Energy Risk shall include "at risk" forms of risk measurement such as Cash Flow at Risk ("CFaR") or Value at Risk ("VaR"), augmented with scenario analysis and stress testing. These forms of risk measurement are described in more detail in Appendix A – Risk Exposure and Transaction Limits and in sections of the EMO Procedures Manual.

3.3.2 Transaction and Exposure Limits

The setting of and the adherence to transaction limits is an important control element to ensure DME does not assume greater aggregate energy market exposure than is intended and helps ensure that the transaction strategy level is appropriate at various levels of aggregation (e.g. by commodity, delivery period, strategy, energy portfolio, etc.).

Appendices B and D, along with the EMO Procedures Manual, contain the Approved Transaction Types and the Transaction Limits for DME. It is the responsibility of the Front

Office, Middle Office and the RMC to utilize these limits to manage and mitigate risk-taking activities. The Front Office shall be responsible for maintaining exposures within prescribed limits and for recommending changes to those limits to the RMC when market conditions or operating circumstances result in limits becoming ineffective or inappropriate in controlling these activities.

The Middle Office shall be responsible for monitoring compliance with the Transaction Limits and obtaining approval from the RMC for any changes to Transaction Limits or the Transaction Limit structure. It is the responsibility of the Middle Office and Front Office to ensure that Transaction Limits are strictly enforced.

3.3.3 Stress Testing

In addition to mitigating and measuring financial exposure using the methods above, stress testing is used to examine performance of the energy portfolio under extreme adverse conditions.

In stress testing, extreme market conditions are applied to the portfolio to determine how the portfolio will perform under such conditions. Stress testing requires thorough evaluation of past market periods to determine those that would represent severe outcomes. In addition, the performance of the portfolio is also estimated for individual and combined potential market conditions. Such conditions are intentionally chosen to represent adverse conditions and combinations of conditions, even if they are extremely unlikely.

The Middle Office shall design and maintain a stress testing program, in consultation with the Front Office. The stress testing approach shall be reviewed by the Middle Office regularly, and the stress testing program shall be presented to the RMC for review on at least an annual basis.

3.3.4 Model Validation and Controls

A risk commonly faced by those involved with energy management activity is *model risk*—the risk that either the methodology or assumptions used to value the portfolio becomes invalid. Inaccurate assumptions and incorrectly designed models can cause risk management problems in every market. However, the complexity of energy models and their extended lifetimes, make these problems especially common in the energy markets.

Model risk occurs primarily for two reasons:

- The model may have fundamental errors the user is unaware of and may produce inaccurate outputs when viewed against the design objective and intended business uses.

- The model may be used incorrectly or inappropriately.

Ensuring adequate model documentation is an important control for managing modeling risk. This requires both organizing model information and accountability from people using and developing models.

DME keeps a record of all internally and externally developed models used in its operation (see EMO Operating Procedures 1-4), including:

- a description of the information input component (assumptions and data used by the model, including quantitative approaches whose inputs are partially or wholly qualitative or based on expert judgment),
- version control (when key model inputs or model processes change)
- processing component (which transform inputs into estimates), and
- reporting component (which translates the estimates into useful business information).

The Middle Office will review and validate models used by DME and report to the RMC annually.

3.4 Information Systems and Models

Energy risk management information systems consist of the data, models and other software and hardware used to collect, analyze, test, and validate transactions within DME's portfolio in order to monitor and control risk. Although various departments within the City of Denton or DME may have responsibilities for using and maintaining DME's risk management systems, the Middle Office shall have overall responsibility for ensuring that the systems are sufficient to perform the risk management functions outlined in this Policy.

As part of a service level agreement with the City of Denton Technology Services, the Middle Office shall also be responsible for maintaining the security, integrity and reliability of the software used for energy risk management purposes (e.g. valuation models, administrative and reporting software, energy risk management databases, etc.). Due to the commercially sensitive nature of the data in DME's energy risk management systems, access by DME employees shall be revoked immediately upon receipt of resignation notification.

In accordance with the service level agreement which is currently followed between DME and the City of Denton Technology Services, Technology Services shall be responsible for maintaining the integrity and reliability of the hardware used for both energy management and energy risk management purposes, including business continuity, disaster protection and recovery plans.

SECTION 4 RISK REPORTING

4.1 Risk Management Reporting Policy

Key to energy risk management is the monitoring of risks and the accurate and timely information that must be provided to all parties involved in any aspect of energy risk management to allow them to perform their functions appropriately. The separation of execution and reporting responsibilities is an industry best practice for ensuring that timely and accurate information is being reported.

4.2 Risk Management Committee Meeting Updates

Minutes and meeting materials from quarterly RMC meetings will be distributed to the PUB and Council for their review.

At a minimum, quarterly RMC meetings will include a review of the following topics:

Controls Compliance

Identification of any activities that have exceeded permissible limits. The General Manager or his/her designee will provide details of the causes of any limit violations, the measures taken to mitigate future violations and a report of any disciplinary actions taken as a result of such violations.

Hedge Target Compliance

Provides an update on progress on executing latest hedge plan execution timetable.

Portfolio Competitiveness

Provides a comparison of latest 12-month cost/MWH vs ERCOT spot markets (Day-Ahead and Real-Time Market) and compares the market value of renewable resources to their contract costs.

Credit Exposure

Identifies the credit limit for each counterparty, current level of exposure with the counterparty, and remaining available credit. Also includes an update on current ERCOT credit requirements and thresholds.

4.3 Transaction Valuation

DME's financial records will be maintained in full accordance with generally accepted accounting principles ("GAAP"), Government Accounting Standards Board (GASB) and will be consistent with FERC Uniform System of Accounts.

Front, Middle, and Back Office functions shall coordinate their efforts and maintain vigilance to ensure that DME's energy management transactions and risk exposures are accurately valued in an unbiased manner. Transaction valuation and reporting of positions shall be based on objective, market-observed prices or models.

Open positions (i.e., whether DME needs to buy or sell energy on a daily, hourly, monthly or annual basis to balance customer loads against available resources) should be valued ("marked-to-market") daily, based on consistent valuation methods and data sources. Whenever possible, these valuations shall be based on independent, publicly available market information and data sources (e.g., Bloomberg, Reuters, NYMEX, ICE, broker quotes, etc.).

As noted in Section 2.2.2, the specification of position valuation methods is the responsibility of the Middle Office and is subject to RMC review. The Middle Office is responsible for obtaining and disseminating market pricing information (Section 2.2.2, item 2, page 13) in a timely and consistent manner, along with maintaining and updating transaction data and information sources used for trade evaluation (Section 2.2.2, item 1, page 13). The Middle Office is also responsible for assuring that data used for energy risk management calculations represent accurate and timely information available from reputable market or internal sources (Section 2.2.2, items 1 and 2, page 13).

SECTION 5 OTHER RESPONSIBILITIES AND POLICIES

5.1 Organization-Wide Responsibilities

It is the policy of DME and the City of Denton that all personnel adhere to standards of integrity, ethics, conflicts of interest, compliance with statutory law and regulations and other applicable standards of personal conduct.

The willful misrepresentation or concealment of information regarding portfolio management and/or risk management activities from senior management or any person responsible for the accurate tracking and reporting of such activities shall result in disciplinary action up to and including termination in accordance with DME and City of Denton policies and possible legal action as allowed or required by law.

As an employee of the City of Denton, all DME personnel involved with its energy management activity should not have an expectation of privacy in the conduct of their duties. At any time, recorded phone calls and electronic transactions, emails, texts, etc. may be reviewed to ensure appropriate conduct or to review transactional information.

5.2 Commercial Interests and Trading for Personal Accounts

All DME personnel who have any specific responsibilities delineated under this Policy or in the EMO Procedures Manual, are prohibited from engaging in the activities listed below:

- Physical or financial trading of any commodities stipulated in this Policy or in supporting departmental procedures for their own account

- Holding an undisclosed interest in any account or corporate entity (other than DME), which is used to trade the commodities described above.

If there is any doubt as to whether a prohibited condition exists, then it is the employee's responsibility to disclose and discuss the possible prohibited condition with their supervisor. In addition, any employee receiving taxable income from any person or business doing business with DME must file a Conflicts Disclosure Statement in accordance with Chapter 176 of the Texas Local Government Code. Failure to comply with these requirements may result in disciplinary action up to and including immediate termination of employment, in accordance with DME and City of Denton policies.

5.3 Acknowledgment of Policy Requirements

All DME personnel connected with the energy risk management program must sign a statement attesting that they have received, read, and understand this Policy document and the City of Denton policies regarding employee conduct. A sample statement is provided in Appendix G.

5.4 Adoption of Energy Risk Management Policy

This Policy shall be formally reviewed, approved and adopted by ordinance of the City Council upon substantial edits to the Policy.

SECTION 6 CREDIT RISK POLICY

6.1 Introduction

The purpose of this credit risk policy is to establish a consistent process whereby the credit risk of future financial loss due to counterparty physical or financial non-performance is significantly diminished for energy purchases and/or sales. This objective will be accomplished by a pre-contract qualification and ongoing review process for all energy suppliers and/or purchasers in combination with effective on-going monitoring systems and established limits. Any energy transaction conducted by DME will comply with this Credit Risk Policy.

6.2 POLICY OVERVIEW

In general, all energy suppliers and/or purchasers will be subject to a financial review in accordance with DME's standards for determination of creditworthiness. Evaluation of a counterparty's financial health and its ability to deliver its product or to pay is crucial. Such review procedures prior to contract execution are designed to protect DME from undue exposure to losses that could arise from an insolvent counterparty not being able to pay for energy that they have purchased or to cover replacement costs incurred for term contracts that have positive economic value in relation to current market prices. A credit review cannot be viewed as the only mechanism to prevent any and all losses, but it can help identify those counterparties where performance has been a problem in the past or may present a problem in the future. Established limits combined with proper monitoring systems will help enable DME to effectively mitigate possible losses due to counterparty insolvency.

6.3 Credit Risk Control

Credit Risk is the potential impact on DME's financial performance due to the chance of non-performance in payment or delivery (either physical or financial) by an energy entity that has executed a commercial agreement with DME to buy and sell energy ("counterparty").

DME actively mitigates its energy credit risk by making informed decisions regarding which counterparties to transact with and to what degree. Credit risk is defined as the risk of counterparty nonperformance, or failure to deliver its obligation (whether with an energy product or the payment of amounts owed).

6.3.1 Credit Policies

DME mitigates its energy credit risk by:

- Incorporating the expected transacting volumes, timing, and expected energy prices, when establishing an energy credit risk tolerance for a calendar year.

- Assessing counterparty creditworthiness and establishing credit limits for counterparties based on that assessment.
- Requiring a counterparty to be assigned a credit limit prior to transacting with it.
- Monitoring and assessing market and counterparty events to adjust credit limits as appropriate.
- Calculating and reporting the maximum expected loss if a counterparty defaults ("counterparty credit exposure").

6.3.2 Credit Limits

The EMO Procedures Manual includes a credit limit framework for DME's counterparties based on various factors such as debt ratings and financial statistics. Specific counterparty credit limits include consideration of financial ratios, audited financial statements, and asset quality. Credit limits and credit exposure based upon the trades in place with each counterparty and the market price for the net long or short positions with each is measured every day by the Middle Office. At least semi-annually the credit strength of each counterparty that DME is exposed to will be evaluated by the Middle Office, or immediately if their business conditions change or their credit rating has been downgraded and negative changes that have the potential to increase DME's credit risk will be reported to the RMC.

Prior to execution of any transaction with a counterparty, the Front Office verifies that the counterparty has available credit. In addition, no transaction shall be executed that will cause the counterparty credit limit to be exceeded unless explicitly approved by the RMC.

6.3.3 Counterparty Credit Function

The counterparty credit function includes counterparty credit analysis and approval of new and existing counterparties as well as the calculation, aggregation, monitoring and reporting of credit exposures. In addition to those activities mentioned in section 3.1, the Middle Office manages DME's credit function.

The objective of the counterparty credit function is to minimize the potential adverse financial impacts on DME in the event of a potential default by a counterparty. This is accomplished by:

- Establishing a credit risk mitigation structure within the energy risk management program.
- Providing a framework to enable DME to qualify energy suppliers and transact with approved counterparties.

- Determining counterparty transacting parameters ("transaction limits") to conservatively control and measure DME's exposure to any one supplier.
- Implementing conservative business processes and procedures (to be included in the EMO Procedures Manual) to gather and monitor financial information on each counterparty to estimate counterparty credit exposures.

6.4 Counterparty Credit Risk Assessment & Management

Counterparty Credit Risk (CCR) is defined as the risk that the counterparty to a transaction could default before the final settlement of the transaction's cash flows, where an economic loss would occur if the transactions (or portfolio of transactions) with the counterparty had a positive economic value at the time of default, or during the close-out period.

6.4.1 Counterparty Credit Rating

- A counterparty's credit rating is the basis for measuring its credit quality. DME assesses counterparty credit risk based on the latest ratings from the following external credit assessment institutions: S&P, Moody's and Fitch. If no external credit rating is available, the Middle Office will assess a counterparty's credit quality and approve an internal rating.
- If there are multiple ratings, the following rules shall apply: (i) If there are two ratings by external credit assessment institutions and the two ratings differ, the lower rating will be applied; (ii) If there are three ratings and they are not all equivalent, the rating in the middle shall be applied
- Whenever there is a rating change from an external credit assessment institution, the related counterparty's rating must be updated.
- It is important to recognize the limitations of externally produced credit ratings. Counterparties are the ones who are actually pay for a credit rating, the primary purpose of which is to facilitate their own borrowings and investment. Credit ratings agencies are not responsible for verifying the accuracy of the financial data supplied to them. For this reason, the Middle Office will also produce its own internal credit rating.
- The Middle Office will assess each counterparty's credit limit, using a broad analytical framework that includes:
    - Counterparty specific information (business activity; capital, leverage and earnings; risk position; funding and liquidity; ownership structures)
    - Macro factors (evaluate economic, industry and sector risks) and
    - External factors (parent/group support and government support)

6.4.2 Credit Limit Management

- To be effective a credit limit is not a guideline but a "hard stop" control that needs to be taken seriously by all internal stakeholders. It is a disciplined approach taken to potential breaches, increases and renewals.

- A counterparty's credit limit represents the maximum committed exposure DME will undertake with each counterparty with regard to credit, which may be less than the applicable Collateral Threshold value in the associated enabling agreement.
- Once a counterparty has been determined to be creditworthy, Middle Office will propose a maximum Credit Limit for approval by the Risk Committee.
- Although a counterparty may qualify for a certain maximum Credit Limit, the types of products to be transacted, as well anticipated transaction volumes, terms and other business factors may prompt Middle Office to set a lower limit for Front Office trading activities with that counterparty that is considered more appropriate.
- Middle Office will closely monitor each counterparty's credit quality and will alert the Risk Committee to any downside risk such as credit rating migration, key financial performance deterioration, potential event on cross default, etc. Early actions such as limit adjustment and collateral monitoring shall be taken to actively manage credit and liquidity risk exposure.
- Middle office shall actively manage collateral and margin based on the terms stipulated in the Collateral Annex to relevant enabling agreements.
- In the case of a counterparty default, a workout team shall be established under the leadership of the Middle Office with staff members of the Front and Back Office, City Finance and City Legal to design a timely workout plan, including any necessary recovery actions.
- DME may trade with counterparties having sub-investment grade credit ratings or privately funded companies with no credit rating. However, entering into contracts with counterparties considered below investment grade or privately funded companies with no credit rating requires caution, greater business justification and should be accompanied by a greater level of monitoring.
- The Middle Office shall also monitor credit exposure on a portfolio level, including concentration risk.

6.4.3 Credit Limit Monitoring

The Middle Office will monitor the current credit exposure for each counterparty with whom DME transacts and include such information in the Current Counterparty Credit Risk Report which includes current counterparty credit exposure compared against limits and the limit assigned to Denton by the counterparty.

Current credit exposure is a measure of the known exposures and composed of two primary exposures – (1) realized exposure, and (2) unrealized or forward exposure. Realized exposure, a payable or receivable amount owed between counterparties, is a measurement of cash flow for billed and unbilled transactions. Unrealized or forward exposure is a measure of current unrealized exposure and includes the measure of a counterparty's incentive to fulfill contractual obligations. Unrealized or forward exposure measures the risk associated with having a payment default or the need to replace a transaction in the event of delivery default.

Appendix A PORTFOLIO RISKS

As an electric utility, participation in physical and financial energy markets exposes DME and its customer/owners to the risks of cost and pricing uncertainty, revenue and commodity market volatility, and uncertainty in meeting budget targets and the Energy Cost Adjustment (ECA) component of its retail rates. These risks may be broadly categorized into three risk categories: market, credit, and operational. Each category of risk is described below. The categories are not entirely separate: disruptions of planned operations, for instance, can expose a utility to the risk of having to execute unforeseen transactions during adverse market conditions.

The following section provides descriptions of the energy-related risks the Policy is intended to address.

A.1. MARKET RISK

DME manages energy purchases and sales with the goal of reducing the business risks associated with its obligation to serve energy to its customer/owners. These risks include volume-related and price-related risks.

A.1.1. Price Risk

Because of continual changes in the supply and demand for electricity, significant price changes can occur over a short time frame, otherwise known as price volatility. High price volatility means a high degree of uncertainty about the level of prices in the immediate time frame and the future. DME's price risk takes several forms, including: 1) exposure to changes in spot prices which DME faces in purchasing electric energy from the ERCOT market, 2) forward price risk of anticipated purchases or sales of power or fuel in the future and 3) the cost of energy-related products and services such as congestion revenue rights and ancillary services.

Price risk also includes the basis risk associated with potential differences in the price of a commodity between geographic locations that is inherent in the ERCOT and physical natural gas markets. For example, whenever DME must purchase power to satisfy native load requirements or is exposed to natural gas price uncertainty at various physical delivery points, DME is financially at risk due to the uncertainty in transmission or transportation costs between various locations.

A.1.2. Volume Risk

Volume Risk refers to uncertainty in the quantity of a commodity or service demanded, acquired, or supplied that has a potential economic impact. A primary volume risk for DME is the uncertainty associated with the amount of load DME will be required to serve. Weather conditions affect customer energy usage, and weather changes make forecasting of load and non-dispatchable resources a challenge, causing actual quantities to deviate from forecasts. Forced or unexpected outages of generation resources also impact DME's volumetric risk. Generation levels from renewable energy resources are based upon the weather conditions experienced at the location of the renewable resources. EMO Operating Procedures 1-4 contain details about DME's processes for developing forecasts of expected volumes associated with its portfolio of load and resources.

A.1.3. Liquidity Risk

DME transacts business in commodity markets that have inherent liquidity risk. Liquidity risk for DME arises when its intended transaction quantities exceed the size of current market bids (to buy) and offers (to sell). When DME desires to execute a transaction for a volume/quantity in excess of current market bids or offers, potential counterparties may be unwilling or unavailable to transact with DME. Transactions of nonstandard sizes and types also present liquidity risks.

Liquidity risk should also be considered with regard to positions thought to be offsetting, but that may become open in the event that a counterparty defaults on their transaction responsibility (also referred to as "default risk"). It may be difficult to replace defaulted transactions on short notice. If a position must be covered quickly, the price of the necessary replacement transaction can be worse than if no urgency existed, especially if the potential counterparties know about the urgent need, putting DME as a significant disadvantage.

A.2. CREDIT RISK

DME is at risk if a customer, supplier or trading counterparty is unable or unwilling to fulfill its present or future contractual obligations to deliver power or fuel, or to make a timely payment of invoices or collateral.

A.2.1 Credit Risk

Credit Risk equals the potential replacement value of counterparty contractual obligations to deliver or receive power or fuel, or to make a timely payment to settle a

financial contractual obligation. The potential financial impact from counterparty defaults is significant. DME's credit risk is addressed in a separate Credit Risk section of this Policy.

A.2.2. Funding Risk

Funding risk is related to credit risk. This term refers to the risk that DME might have to pay margin or post collateral to meet requirements to securitize its credit under credit provisions of Power Purchase Agreements, wholesale energy market, or to meet margin requirements for cleared contracts. In the event of significant funding risk associated with the default of a counterparty or the inability of the DEC to produce energy resulting in large replacement energy costs, the City of Denton's reserves would be required to provide cover costs.

A.3. OPERATIONAL RISK

The term operational risk is often used as a catch-all category intended to include all risks that are not explicitly designated by other names, such as market risk, volume risk, liquidity risk, and credit risk. Operational risks include problems of several types that can have adverse financial consequences, and that relate to the operations of DME's energy portfolio, identification and control of risks, and processing and settlement of transactions. One such risk is Model Risk.

A.3.1. MODEL RISK

Model risk is a form of systems risk associated with unrecognized deficiencies of information systems used to in value transactions. A model may incorporate assumptions to derive unobservable pricing parameters from observable ones. There is a risk that a particular model used to value a transaction may not properly capture the value and risks of the transaction, and that its deficiencies may emerge only after the fact, following unfavorable market movements.

A.3.2. DENTON ENERGY CENTER OUTAGE RISK

A forced or unexpected outage of the DEC when the output from the units are anticipated to be used to hedge market price risk due to lower than expected renewable energy generation is an operational risk. This risk is mitigated by a) preventative maintenance programs designed to minimize forced outages b) not over-committing energy and capacity from the DEC during times of likely high prices, and c) the purchase of out-of-the-money call options. DME may also recommend to City Council the purchase of outage insurance for specific time periods during the year if, upon evaluating the results of a solicitation, DME determines the associated insurance premiums are economical.

A.4. REGULATORY RISK

Regulatory risk is the uncertainty to DME's performance due to potential changes in laws or regulatory mandates. Examples include, but are not limited to, the following.

A.4.1 Carbon Cost

Unless explicitly borne by an energy supplier, DME is exposed to the potential risk of carbon costs. Any applicable law, rule, regulation, ordinance, protocol, order, decree, judgment or other similar legal mandate could cause DME to pay carbon costs associated with the production, generation, sale, metering, measurement, transmission, storage or delivery of electric energy.

A.4.2 Changes to ERCOT market design

The PUCT has directed ERCOT to study the impact of changes to its market design, which could have a significant impact on the flow of dollars between suppliers and consumers of power, possibly triggering the need to renegotiate long-term power contracts and changing the valuation of existing generation assets.

A.4.3 Ongoing Changes to ERCOT Protocols

The rules under which ERCOT operates are in a constant state of change. In fact, they change so often that ERCOT's governing board has a committee (Protocol Revisions Subcommittee) that meets monthly to review and process proposed changes submitted by ERCOT and its market participants. These changes usually impact how costs are allocated within ERCOT among market sectors, consumers and suppliers of power, and individual market participants like DME.

A.4.4 Regulatory Compliance

Market Participants in the ERCOT region are subject to both state and federal laws and regulations.

Market Participants that own or operate facilities that are part of the Bulk Electric System, as defined in federal law, are subject to oversight by the Federal Energy Regulatory Commission (FERC), the North American Electric Reliability Corporation (NERC), and Texas Reliability Entity, Inc. (Texas RE).

Additionally, all ERCOT Market Participants are subject to oversight by the Public Utility Commission of Texas (PUCT). The PUCT administers the Public Utility Regulatory Act (PURA), and adopts and enforces rules pursuant to the authority granted in PURA. The

PUCT also has oversight and enforcement authority over the ERCOT Protocols, Operating Guides, and Other Binding Documents. The PUCT has contracts with an Independent Market Monitor (16 T.A.C. §25.365) and a Reliability Monitor (16 T.A.C. §25.503) to assist with oversight and enforcement activities.

Appendix B RISK EXPOSURE AND TRANSACTION LIMITS

DME's energy supply, trading and risk management-related activities shall be segregated among a number of "risk books." A risk book is a way of classifying and tracking positions and transactions that have similar or directly related purposes so that value and risk can be measured in sufficient detail to support both risk control and transaction strategy decisions. The establishment and management of risk books enables the EMO to track costs and evaluate hedging effectiveness associated with specific parts of its energy portfolio.

B.1 Risk Books

Load Book
A Load Book captures all transactions (for prompt month or beyond) associated with hedging energy to serve city load.

Renewables Book
The Renewables Book captures the value of all transactions (for prompt month or beyond) associated with hedging long-term renewable energy positions.

Congestion Book
The purpose of the Congestion Book is to track the purchase and sale of CRRs and associated financial instruments (see Section B.5.2 below), which are traded in ERCOT auctions or in the ERCOT Day Ahead Market and used to hedge against transmission congestion risk.

DEC Book
The DEC Book includes hedge transactions (for prompt month or beyond) associated with the Denton Energy Center.

DEC Gas Book
The DEC Gas Book includes hedge transactions (for prompt month or beyond) associated with the Denton Energy Center's fuel costs.

Cash Book

The Cash Book captures physical and financial hedges with a duration of less than one month.

Large Load Book
The Large Load Book captures all the transaction associated with hedging DME's large load customers for prompt month and beyond.

Ancillary Services Book
The Ancillary Services book includes hedge transactions associated with hedging the cost of its natural short ERCOT ancillary services obligation.

EMO Wholesale Book
The EMO Wholesale Book is used to consolidate all external trades into a single book prior to being assigned to resource books.

B.2 Risk Exposure Limits

An essential control element in the management of market risk is the development and adherence to an appropriate limit structure. A well-designed limit structure helps ensure DME does not assume greater aggregate risk than intended and helps ensure that risk taking at the transaction strategy level is appropriate at various levels of aggregation (e.g., by commodity, delivery period, strategy, etc.).

The primary forms of limits listed below shall be applied to DME's energy management activity:

Rates at Risk – Rates at Risk ("RaR") is a form of Cash Flow at Risk (CFaR) measurement. RaR limits will be set to limit the amount of uncertainty in future rates over the immediately upcoming 12 to 36-month period. If uncertainty in future rate requirements is higher than DME's risk tolerance, DME will consider hedging or implementing other risk management strategies to reduce the potential need for unforeseen rate increases and/or deterioration of DME's financial condition.

Value at Risk –Value at Risk ("VaR") limits will be set to limit the potential loss in value of the portfolio.

Notional/Volumetric –To augment RaR and VaR limits, notional limits and/or volumetric limits will be established. Notional limits are specified based on transaction or strategy dollar amount (i.e., contract or strategy volume x price). Volumetric limits are specified based on volume (e.g., MW, MWH, MMBTU, etc.). This provides a concrete limit to account for uncertainties in risk measurement and human judgment capabilities. Other volumetric limits may be established in relation to specific risks not captured by RaR or VaR.

ERCOT – Implementation of the ERCOT Real Time Market (RTM) and Day Ahead Markets (DAM) require daily attention to Available Credit Limits (ACL) and forward liability calculations. The Back Office shall actively monitor and communicate any changes affecting current credit positions.

Stop Loss –Stop loss limits are set, such that, if an individual position or strategy (or a hedge transaction or strategy which has become ineffective, including optimization trades) is performing adversely and approaches a predetermined level of losses, the position or strategy must be liquidated or completely hedged to prevent further loss.

B.3 Portfolio Risk Exposure Limits

Because ERCOT is responsible for ensuring physical reliability of the grid, DME's efforts focus primarily on managing the rate impact of price volatility risk of its portfolio. For the purposes of managing this risk, DME will assume an average consumer risk tolerance (CRT) equivalent to 1 cent per kWh of load over a rolling 12-month period. For the avoidance of doubt, under the current DME rate structure, the CRT applies to the total average cost per kWh on an annual average basis for the residential class. A CRT in excess of 1 cent per kWh outside the 12-month rolling average will be reported to the RMC as soon as it becomes known to DME.

Hedging is DME's primary method for reducing market price volatility risk, either by locking in or limiting the amount of variation of a future market price. The "downside" of hedging is that it not only reduces the chances of incurring higher costs than expected, it also reduces the chances of lower-than-expected energy costs, and correspondingly lower electric rates.

DME uses an "at Risk"[2] methodology to estimate, at a 95% confidence level, the amount of an electric rate increase that could occur due to changes in market conditions such as volumetric risk associated with its renewable resources, ERCOT day-ahead and real time market price volatility, gas price volatility, nodal price congestion, price correlations and credit risk.

If DME's estimate of a rate increase, at a 95% confidence level, exceeds the CRT threshold by 25%, DME will meet and confer with the RMC within 2 weeks, and with the City Council and PUB as noted in the table below within 30 days after meeting with the RMC, to discuss alternatives for implementing additional hedging strategies to bring the level of possible price volatility back inside the CRT threshold. No particular portfolio action is required, making this notification requirement very different from a trading limit.

[2] The "at Risk" metric DME will use is based on a "Rates at Risk" (RaR) methodology, which refers to the statistical dollar amount that can be lost on the net open position of a portfolio over a specific time horizon and with a given confidence interval. DME's RaR methodology accounts for the increasing potential distribution of prices as time passes, as well as the expiration of the positions in the portfolio with the passage of time. The result is the estimation of loss, at the specified confidence level, assuming that the portfolio remains constant over time until all positions within it have expired.

"At Risk" limits for the total portfolio are:

	RMC Notification	Council / PUB Notification
Rolling 12 months (in aggregate)	$15.0 million	$19.0 million

B.4 Open Position Management

DME's primary objective is to protect against risks inherent in its portfolio, such as exposure to price volatility and from variability in supply and demand. DME plans to execute hedging transactions relatively evenly over time, to diversify timing risk (similar to dollar cost averaging) and does not speculate[3] . Market transactions shall be executed as a result of strategies designed to maintain the net open position (the gap between expected demand and committed supply) within tolerances which are consistent with current hedging strategies. The resultant net open position shall be updated to reflect the new hedging transactions as soon as practical, but generally no later than the next business day.

The hedge plan provides targets for hedging action of the DME's loads, renewable resources and the Denton Energy Center as a function of time for the next three years.

B.5 Transaction Limits

Another vital control element in the management of energy risk is the development and adherence to transaction limits. Transaction limits ensure the energy portfolio management function is prudent, deliberate, and controlled at various levels of position aggregation and transaction duration. Transaction limits are established in consideration of overall portfolio strategies, market conditions and risk tolerance levels and include the following principles:

- DME personnel involved with its energy management activity are authorized to execute any intra-day or day-ahead transaction which is necessary to mitigate market and financial risk exposure to DME customer/owners.
- Speculative transactions are those transactions not intended for hedging purposes and are strictly prohibited. For the avoidance of doubt, Optimization Trades as described in the Hedge Plan, are not classified as speculative transactions. All transactions shall either reduce risks or be risk neutral to DME customers.
- No transaction may be executed for which DME does not have adequate systems or analytical methods to track, record, value, or analyze the incremental cash flow and risk.

[3] The US Commodity Futures Trading Commission defines a speculator as "a trader who does not hedge, but who trades with the objective of achieving profits through the successful anticipation of price movements" (CFTC Glossary: A guide to the language of the futures industry).

- Any single transaction for a term greater than three years must be approved by the RMC prior to execution.
- Scheduling of loads and resources, along with corresponding bid or offer prices associated with ERCOT Day Ahead Market (DAM), ERCOT Real Time Market (RTM) or ERCOT Supplementary Ancillary Services (SASM) Market are not subject to this Risk Policy or to the limits outlined below and do not require prior RMC approval.

All executed transactions must be recorded and captured in DME's ETRM system of record. Further, all transactions may be conducted on recorded phone lines, electronic trading platforms, or other media that can be recorded and documented. Confirmations of transactions will be compared with the ETRM transaction records by Middle Office, verified and executed by Middle Office personnel. Confirmations for transactions with ERCOT are evidenced through the ERCOT Settlement Summary statement.

The following tables outline the transaction authorization limits established for DME personnel involved with its energy management activity when executing transactions. Those personnel are permitted to execute transactions up to their designated limits or up to the limits of the roles they supervise. They may also execute transactions on behalf of someone having the required authority. Only the Approved Transaction Types listed in Appendix D may be executed unless otherwise approved by the RMC.

B.5.1 Bilateral or Financial Power Transaction Limits

Title	Term	Lead Time	Transaction Size (MW)	Cumulative Volume Limits (MWh)
City Council	No Limit	No Limit	No Max	No limit
City Manager or RMC	≤ 8 Year	≤ 7 Years	300	10,000,000 per 5 Full Calendar Years rolling average
DME General Manager	≤ 7 Year	≤ 5 Years	150	8,000,000 per 5 Full Calendar Years rolling average
Executive Manager Power Supply	≤ 4 Years	≤ 4 Years	100	16,000,000 per 3 Full Calendar Years or 36-month rolling average

EMO Division Manager QSE Manager Trading Optimization Manager Senior Energy Trading Analyst	≤ 24 Month	≤ 24 Months	100	24,000,000 per 36 month rolling average
Energy Market Analyst Senior Energy Market Analyst	≤ 6 Month	≤ 24 Month	50	6,000,000 per month
Senior RT Trader RT Trader	≤ 2 Month	≤ 2 Month	150	1,250,000 per week

Notes:

- Transaction Size Limits represent MW volume per hour.
- Lead time represents the time period from the date a trade is executed to the start of delivery.
- Authorized products include electric power, including both physical and financial derivatives[4], as well as ancillary services. Financial derivatives may be over the counter Electric Power Futures, Heat Rates and Options on Electric Power and CRRs or Exchange Traded Products.
- Authorization for approval of these transactions may be delegated. If transaction authority is delegated downward, volumetric limit applies to approving authority.

B.5.2 Congestion Management Transaction Limits

Title	Auction Type	CRR Auction Period	Approved Instruments	Time Period	Source/Sink Combinations
DME General Manager	Annual & Monthly	Any month or TOU offered by ERCOT (5 years)	CRR	Time of Use	All ERCOT Resource Nodes, all ERCOT Hubs and Load Zones
Executive Manager Power Supply	Annual & Monthly	Any month or TOU block offered by ERCOT (SEQ 6 or less)	CRR	Time of Use	Conventional Resource Nodes, Primary Hub and Load Zone
EMO Division Manager	Annual & Monthly	Any month or TOU block	CRR	Time of Use	Conventional Resource Nodes,

[4] As used here, a derivative is a contract that derives its value from the performance of an underlying asset or index.

Trading Optimization Manager Manager – Analytics and Transmission	Daily	offered by ERCOT (SEQ 3 or less) N/A	Point to Point Obligations/Options	Hourly	Primary Hub and Load Zone
QSE Manager Senior Energy Market Analyst Sr ERCOT Transmission Analyst	Monthly Daily	Any month or TOU block offered by ERCOT (Monthly Auction) N/A	CRR Point to Point Obligations/Options	Time of Use Hourly	Conventional Resource Nodes, Primary Hub and Load Zone
SeniorRT Trader RT Trader	Daily	N/A	Point to Point Obligations/Options	Hourly	Conventional Resource Nodes, Primary Hub and Load Zone

Notes:

- Annual CRR auctions occur monthly for successive 6-month periods (called "sequences" or SEQ) with progressively increasing amounts of transmission capacity available for purchase in each sequence. A copy of the current CRR Activity Calendar which shows key dates associated with each Monthly and Annual CRR auction at http://ercot.com/mktinfo/crr
- Monthly CRR auctions end about 2 weeks before the CRR effective start date
- Conventional Resource Nodes include Denton Energy Center, White Tail & Santa Rita Wind Farms, Blue Bell Solar Farm and resource nodes or ERCOT Hubs associated with fully executed PPAs
- Primary ERCOT Hub is “North Hub”
- Primary ERCOT Load Zone is “Load Zone North”
- The purchase of CRRs for each Source/Sink pair from all ERCOT auctions is limited to the nameplate rating of the generator for City-owned resources or the contract capacity rating for PPAs.

A Congestion Revenue Right (CRR) is a financial instrument that results in a charge or a payment to the owner, when the ERCOT transmission grid is congested in the Day Ahead Market (DAM). DME uses CRRs as a financial hedge to lock in the price of congestion at the purchase price of the

CRR. DME also hedges congestion in ERCOT's Real-Time market by buying CRR-like instruments called Point to Point (PTP) Obligations.

The main purposes of the ERCOT CRR market are to:

- Support a liquid energy market by providing tradable financial instruments for the hedging of transmission congestion charges
- Allow market participants to eliminate or greatly reduce the cost uncertainties resulting from transmission congestion charges
- Encourage competitive energy trading, where the costs of congestion might otherwise be an impediment

DME's primary objective for hedging congestion risk is to mitigate potentially adverse financial consequences from uncertain price differences caused by transmission congestion between the location where it consumes power (ERCOT LZ_North), the locations where it purchases power on a forward basis (EROTT North Hub), and the ERCOT nodes associated with its resources (Denton Energy Center, Blue Summit & Santa Rita Wind farms, Blue Bell and Longdraw solar farms and future renewable resources).

DME is exposed to transmission congestion risk for all amounts of energy forecasted to be consumed in the ERCOT North Load Zone, and energy that could potentially be produced at their respective resource nodes. By default, ERCOT charges all DME load for energy, along with any congestion, in the Real Time Market ("RT"). DME mitigates congestion risk with congestion hedges using Congestion Revenue Rights (CRRs).



Figure 1

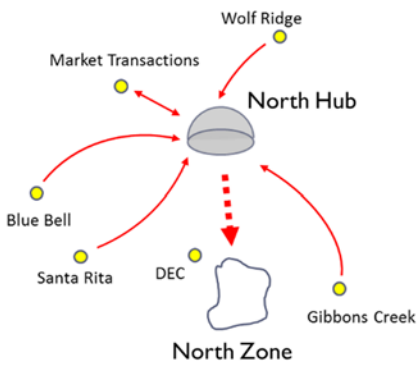


Figure 2

DME hedges congestion risk between each resource and ERCOT's North Hub location, and between North Hub and North Load Zone, by participating in ERCOT's annual and monthly auctions, layering in CRR purchases for up to 3 years into the future. The North Hub is also used as a delivery point for bilateral trades (for liquidity purposes)

Consistent with DME's approach to hedging energy, DME seeks to acquire CRRs at steadily increasing amounts roughly corresponding to Auction Capacity Percentages, to diversify timing risk, similar to dollar cost averaging, and does not use event-driven trading to time the market, trading in and out of positions. DME employs a tiered approach in ERCOT's annual and monthly auctions[5].

B.5.3 Physical or Financial Natural Gas Transaction Limits

Title	Term	Lead Time	Transaction Size (MMBTU)
City Council	No Limit	No Limit	No Max
City Manager or RMC	≤ 8 Years	≤ 5 Years	246,000,000 per 36 month rolling average
DME General Manager	≤ 7 Years	≤ 5 Years	200,000,000 per 36 month rolling average
Executive Manager Power Supply	≤ 4 Years	≤ 5 Years	150,000,000 per 24 month rolling average
EMO Division Manager QSE Manager Trading Optimization Manager Senior Energy Trading Analyst	≤ 24 Months	≤ 36 Months	50,000,000 per 3 month rolling average
Energy Market Analyst Senior Energy Market Analyst	≤ 6 Months	≤ 24 Months	2,000,000 per month
Senior RT Trader RT Trader	≤ 2 Month	≤ 2 Months	N/A

Notes:

- Natural Gas transactions limited to the following locations: Henry hub or locations within Texas which are physically or financially correlated to DME energy costs

- Authorized products include natural gas, including both physical and financial derivatives. Financial derivatives may be over the counter Gas Futures and Options or Exchange Traded Products

B.5.4 Renewable Energy Credit ("REC") Transaction Limits

	Per Transaction Limits (up to)		
Title	Vintage	Volume	$/REC
City Council	No Limit	No Limit	No Max
City Manager	≤ 5 Years	9,500,000	No Max
DME General Manager	≤ 3 Year	5,750,000	No Max
Executive Manager Power Supply	≤ 3 Years	5,750,000	No Max
EMO Division Manager QSE Manager Trading Optimization Manager	≤ 2 Years	3,750,000	No Max

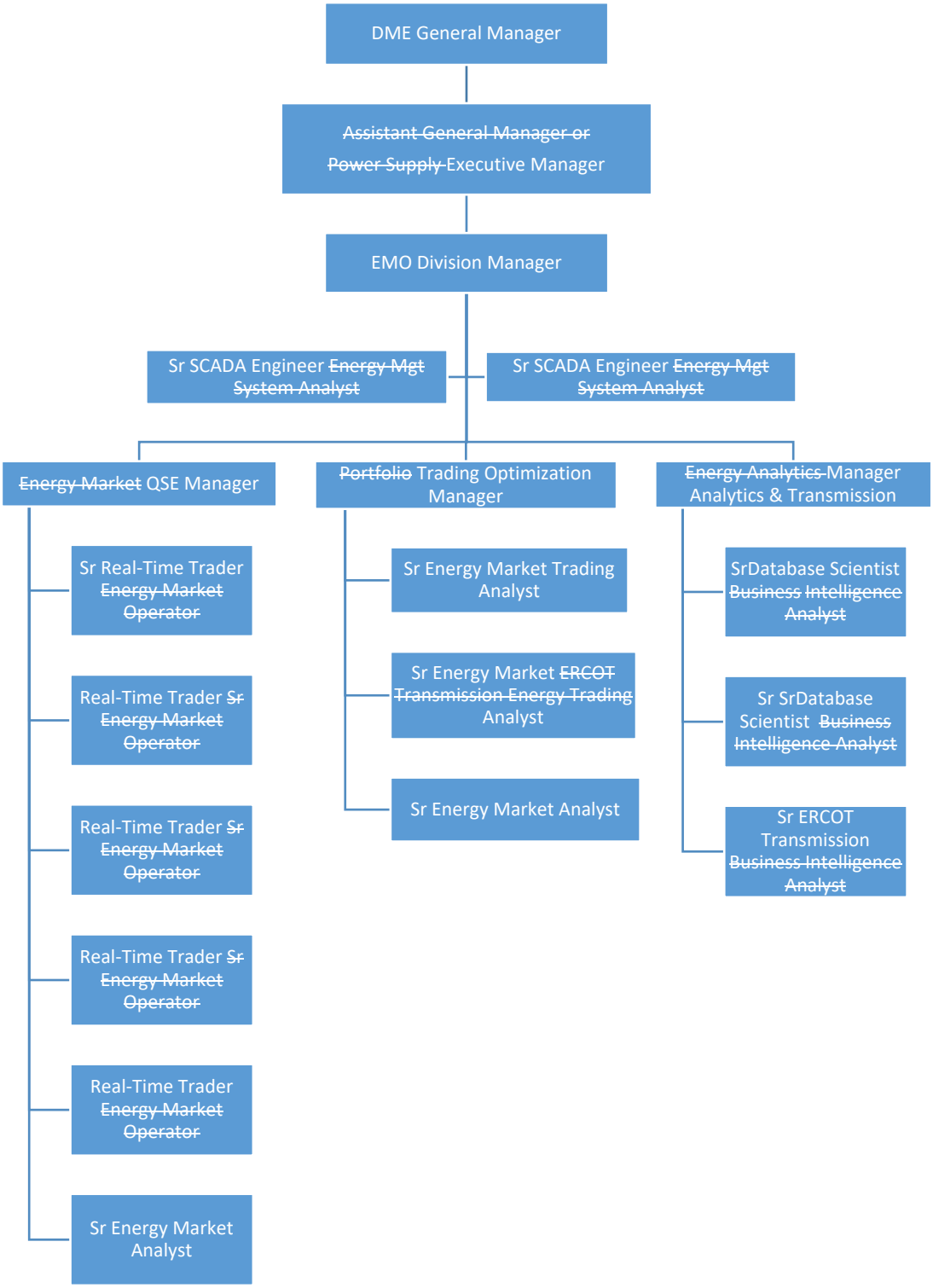
B.5.5 Ancillary Services Transaction Limits

Title	Term	Lead Time	Transaction Size (MW)	Cumulative Volume Limits (MWh)
City Council	No Limit	No Limit	No Max	No limit
City Manager or RMC	≤ 8 Year	≤ 7 Years	150	5,000,000 per 5 Full Calendar Years rolling average
DME General Manager	≤ 7 Year	≤ 5 Years	75	4,000,000 per 5 Full Calendar Years rolling average
Executive Manager Power Supply	≤ 4 Years	≤ 4 Years	50	8,000,000 per 3 Full Calendar Years or 36-month rolling average
EMO Division Manager QSE Manager Trading Optimization Manager	≤ 24 Month	≤ 36 Months	25	4,000,000 per 36 month rolling average

Sr Energy Trading Analyst				
Energy Market Analyst Senior Energy Market Analyst	≤ 4 Month	≤ 24 Month	10	50,000 per month
Senior RT Trader RT Trader	≤ 2 Month	≤ 2 Month	150	25,000 per week

Appendix C ORGANIZATIONAL STRUCTURE

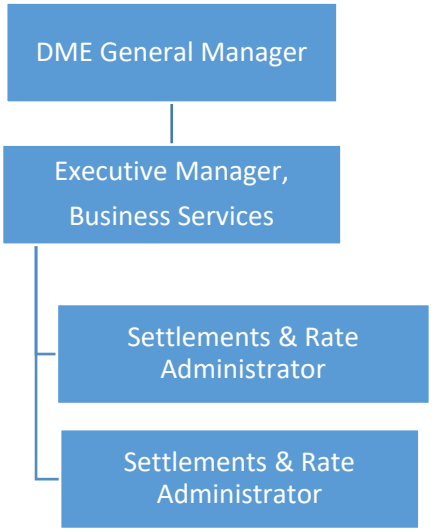
Energy Management Organization Front Office



Energy Management Organization Middle Office



Energy Management Organization Back Office



Appendix D APPROVED TRANSACTION TYPES

Products allowed for energy management activities include the purchase and sale of electric energy, ancillary services, natural gas and ERCOT Congestion Revenue Rights/Point to Point Obligations. The purchase and sale of Renewable Energy Credits are also allowed as needed to meet Denton Renewable Energy Plan goals. The City Council is responsible for authorizing all products and commodity types through this Policy.

All transactions must follow certain requirements as described throughout this Policy. Key elements include:

- All transactions must be executed to by authorized transacting personnel
- All transactions must be with approved counterparties and/or commodity exchanges
- All transactions must be with counterparties with adequate available credit or fully collateralized
- All transactions must be committed over recorded phone lines or via recordable electronic communications
- All transactions must be approved transaction types
- All transactions must be consistent with this Policy and the EMO Procedures Manual

Failure to observe the above minimum requirements when executing energy transaction is a violation of Policy and is subject to disciplinary action.

AUTHORIZED MARKETS

DME may only execute transactions to buy or sell energy-related products after some type of enabling agreement has been signed with a counterparty or commodity exchange. In approving this Policy, the City Council has authorized the City Manager, or their designee, to sign such agreements.

Examples of markets where DME is currently authorized to transact include:

- Intercontinental Exchange (ICE)
    - ERCOT Physical and Financial Power
    - Natural Gas futures

- Bilateral markets with approved counterparties
    - Physical Natural Gas at locations within Texas and Oklahoma to support fuel purchases for the Denton Energy Center and DME's energy portfolio
    - Physical and Financial Power
- ERCOT
    - Day Ahead Market
    - Real Time Market
    - Ancillary Services Market
    - Congestion Management Auctions and Markets

AUTHORIZED POWER TRANSACTIONS

Power transactions shall be limited to delivery or exposure to power within ERCOT. Before executing any of the following hedges FOR THE FIRST TIME, DME will provide notification to the Risk Committee, along with an explanation of the risks and benefits of expanding our use of hedging instruments.

1. Physical
    a. Fixed-price & Index-price purchases and sales to third parties or between internal DME risk books.
    b. Call & Put Options (e.g., fixed & indexed, hourly, Time of Use, daily monthly, annually)
    c. Ancillary services

2. Financial
    a. Fixed-price & Index-price purchases and sales
    b. Exchange traded, bilateral or OTC Call or Put options[6]
    c. Ancillary Services
    d. ERCOT Congestion Revenue Rights (CRRs), Point to Point Obligations (PTPs) and other similar congestion management transactions.

AUTHORIZED NATURAL GAS TRANSACTIONS

Natural Gas transactions shall be limited to Henry Hub or a location within Texas or Oklahoma to support commodity exposure for DME's energy portfolio. Before executing any of the

[6] For example, fixed & indexed, hourly, Time of Use, daily monthly, annual options

following hedges FOR THE FIRST TIME, DME will provide notification to the Risk Committee, along with an explanation of the risks and benefits of expanding our use of hedging instruments.

1. Physical Gas which may be needed to support operation of the Denton Energy Center
    a. Fixed and index price Natural Gas commodity
    b. Fixed and index price Natural Gas transportation
    c. Fixed and index price Natural Gas storage
2. Financial
    a. Exchange traded, bilateral or cleared futures and Exchange or OTC swaps
    b. Exchange traded, bilateral or cleared and or OTC Call or Put options[7]
    c. Index options

OTHER AUTHORIZED ENERGY-RELATED COMMODITY TRANSACTIONS

1. Tolling agreements[8] for use as a vehicle for executing the physical power and gas options mentioned above. They shall be structured as financially settled transactions using the Day-Ahead and real-time ERCOT settlement price.
2. Structured transactions[9]

3. Physical Renewable Energy Credits (RECs) including two prior vintage years and all forward years up to the tenor of vintage limits set in the table under section B.5.4 above.

4. Energy broker agreements - contracts used with energy brokers, who act as intermediaries connecting DME with energy suppliers who have existing master enabling agreements with DME to buy or sell energy or RECs . These agreements outline the services the broker will provide as well as the associated fees and obligations.

[7] Ibid.
[8] Tolling agreements are contracts where DME would essentially "rent" a power generation facility from its owner, paying a set fee to utilize the facility to convert fuel into electricity while retaining control over the operation and dispatch of the power generated.
[9] Structured contracts go beyond standard market contracts like futures and swaps and are tailored to address the specific risk profiles of the buyer and seller. They typically involve transactions where the quantity, duration or time periods do not line up with transactions regularly traded in over the counter markets or on commodity exchanges.

Appendix E FORWARD HEDGING STRATEGIES AND PLANS

Successful management of the price and volumetric risks faced by DME requires analysis, monitoring, and communication. Analysis of published weather forecasts and market price data serve as key inputs to models used for planning and ensures that the appropriate data is converted into useful information. Consistent with market risk policies defined herein and the risk limits defined in Appendix A, DME, in concert with the RMC, develops annual hedging strategies with underlying hedging plans as a means to manage the volumetric and price risks faced by the utility. A review of the status of current hedging plans will typically be a topic of discussion at RMC meetings.

Upon substantial edits, DME shall submit a confidential updated Hedging Strategy to the RMC for managing the key components of its energy portfolio (load, renewables, congestion risk and the DEC) for the upcoming three (3) full calendar years. Due to the complexity of the wholesale energy markets and the energy regulatory environment, the Hedging Strategy may require several iterations to the Hedging during each year due to market conditions. The RMC shall provide an update of its current Hedging Strategy to the PUB and Council as soon as practical after it has been approved. The Hedge Plan is a confidential strategy document and, if requested, will be presented to the PUB and City Council in closed session.

Each Hedging Plan will:

- Cover a clearly specified forward time period.
- Explain the justification for the hedge (a general description of the resource mix and load that contribute to the open position for the specified time period, along with the Open Position tolerances for the specified forward time period).
- Define a volumetric limit for hedge purchases and sales.
- Document transaction types expected to be used to carry out the Hedging Plan.
- Proposed price triggers that will enable hedging activity within the Hedging Plan's limits.

DME may, at any time, request that the RMC consider changes to the current Hedging Strategy or to an individual Hedging Plan. Any approved changes to the Hedging Strategy or Hedging Plan shall be recorded in the RMC meeting minutes and an updated written Hedging Strategy or Hedging Plan document will be prepared as soon as practical incorporating such changes. All hedge strategy documents shall be confidential and not subject to the open record requirements due to the proprietary and commercial sensitivity of the plans. If it becomes apparent to DME management that additional transactions to reshape expected monthly forward positions are necessary given changes in generation forecasts, market conditions, and load forecasts, the DME General Manager may direct EMO staff to enter into

and execute such transactions to rebalance the forward position. These transactions will be discussed in RMC meetings ahead of time if conditions allow or reported after the fact and documented in the minutes of the next RMC meeting. Changes to the Hedge Plan outside the annual review and approval of the Energy Risk Policy does not require approval of the PUB and City Council. However, all transactions undertaken will still comply with the authority limits contained in this Energy Risk Policy.

Appendix F 2024 -2025 DME HEDGE PLAN

Hedge Plan Overview

The management of price and volume risk associated with the obligation to provide reliable, economically priced wholesale electric energy to the customers of Denton Municipal Energy ("DME") is one of the main responsibilities of DME. This responsibility is both a short term and long-term activity. Understanding the potential risks and their impacts along with executing hedging transactions (trades) that reduce or eliminate price risk while providing stable and predictable wholesale energy costs is the objective of the Hedge Plan.

The Hedge plan is a high-level summary and a tactical plan for managing the risks associated with the provision of energy and ancillary services required to meet the demands of the City of Denton, its residents and its businesses. Because the Hedge Plan lays out the specific risks and the plans to manage those risks into the future, it is a confidential document containing market sensitive information and is protected pursuant to Texas Government Code Section 551.086. The Hedge plan is however a component of the DME Risk Policy, and this summary is included to describe the purpose and methods that will be utilized by the EMO to remove risk from the power supply portfolio.

The Hedge Plan does not provide a comprehensive description of the day-to-day activities of the EMO, but rather provides a description of the risk reduction transactions that will be authorized for the EMO to execute. The intra-day optimization of positions for the benefit of customers and the required scheduling and interaction with ERCOT in its role as the transmission reliability entity of Texas will continue to be the primary focus of the EMO.

The uncertainty of load and renewable energy generation at any specific point in time coupled with the changing price for power at each delivery point (generation and load) every five minutes and the variability of natural gas price for the DEC make a single algorithm to determine hedge actions impossible. Consequently, DME will seek to de-risk the supply and demand component of its positions by looking at each position independently. Maximizing value and minimizing price risk to customers for each position is manageable and quantifiable and as such the Hedge Plan will be executed on a position-by-position basis. The main positions include Load; Renewable Energy Generation and associated basis or congestion positions; and the Denton Energy Center Position.

This Hedge Plan sets forth the types of risk-reducing transactions that are recommended, along with the execution and optimization strategies that will be employed by DME through the EMO department. All recommendations are based upon the risk positions that DME owns and their relative risk is the current forward markets. Forward markets change daily and on an intraday

basis and the Hedge Plan is intended to permit sufficient flexibility to the EMO personnel, consistent with the Risk Management Policy, to react to these market changes. However, the Hedge Plan sets specific targeted volumes for hedging each position by certain dates and with an objective for each set of trades entered into to reduce risk. The DME middle office will monitor compliance with the mandated activities in the Hedge Plan and will report on the compliance status on a daily basis to the front office and DME management. Any violations of limits or requirements in the Hedge plan and Risk Policy will be reported to the Risk Committee along with any recommended mitigation and disciplinary action if required.

Appendix G NEW PRODUCT/MARKET INSTRUMENT APPROVAL CHECKLIST

Checklist Items	Primary Accountability
Benefits	
Identify and describe the benefits of using the new product	Front Office
Risk	
Understand and document the payoff profile of the new product	Front Office
Identify and analyze credit risk of new product	Middle Office
Develop methodology for measuring credit risk of new product (mark-to-market, potential exposure, stress exposure.	Middle Office
Identify prospective counterparties for new product/instrument and determine credit suitability.	Front Office & Middle Office
Approve new product valuation methodology.	Middle Office
Determine if staff, systems, and management skill sets are sufficient for valuing and transacting new product.	Middle Office
Determine physical disposal or financial settlement requirements.	Front Office & Back Office
Determine stress test requirements for new product.	Middle Office
Define how stress testing must be performed (frequency, scope, independent source).	Middle Office
Financial	
Define the capital requirements (exchange margin or collateral) of the new product.	Front Office & Middle Office
Determine contract documentation required.	Front Office & Middle Office
Accounting, Tax, and Regulations	
Identify applicable U.S. and local regulatory restrictions for new product.	Back Office/City Finance
Determine regulatory compliance requirements, if any, for new product.	Middle Office & Back Office/City Finance

Review accounting policies and approve proposed treatment.	Back Office/City Finance
Determine audit requirements.	Back Office/City Finance
Consider tax consequences of new product.	Back Office/City Finance
Policy	
Verify counterparty authority to enter into contract for new product.	Middle Office
Develop and implement monitoring and review procedures to ensure Policy compliance.	Middle Office
Define procedures and responsibilities for independent verification of positions and market valuation inputs (prices, and volatilities if applicable).	Middle Office
Determine impact on position/risk limits/hedge targets	Middle Office
Determine and define procedures for confirmation and reconciliation of new product.	Middle Office
Verify that all groups involved in new product transaction procedures can handle anticipated transaction volume.	Middle Office
Determine and define management reporting requirements.	Middle Office

Appendix H ENERGY RISK MANAGEMENT POLICY ACKNOWLEDGEMENT FORM

The purpose of this form is to confirm that City of Denton employees involved with the Energy Portfolio Management program have received, read, and understand DME's Energy Risk Management Policy and appendices, and the City of Denton policies regarding employee conduct.

Employee Name: _____

Title: _____

Department: _____

Supervisor: _____

My signature below confirms that I have received, read and understand DME's Energy Risk Management Policy and appendices, and the City of Denton policies regarding employee conduct. I understand that my violation of the Risk Policy may result in disciplinary action that may include termination of my employment with the City of Denton.

_____
Signature of Employee

_____
Date

Denton Municipal Electric

Energy Risk Management Policy

Approved by the City Council of the City of Denton, Texas

City Ordinance No. ~~24-2027~~ 265~~-~~

Contents

SECTION 1 PROGRAM OVERVIEW 5

1.1 Introduction 5

1.2 Objectives 5

1.3 Energy Risk Management Framework 6

1.3.1 Organizational Objectives 6

1.3.2 Risk Mitigation and Measurement 6

1.3.3 Portfolio Management 7

1.3.4 Risk Control Infrastructure 7

1.4 Procedures and Guidelines 7

SECTION 2 ORGANIZATION STRUCTURE 8

2.1 Risk Management Committee ("RMC") 8

2.1.2 Risk Management Committee Structure 8

2.1.3 Meeting Frequency, Voting, Member Vacancies and Reports 9

2.1.4 Third Party Review of Energy Management Office; DME Cooperation with Consultant 10

2.2 Front, Middle, and Back Offices 10

2.2.1 Front Office 11

2.2.2 Middle Office 12

2.2.3 Back Office 13

SECTION 3 MARKET RISK PROTOCOLS AND EXPOSURE CONTROL 15

3.1 Market Risk Protocols 15

3.2 Authorized Transactions 16

3.3 Market Risk Control 16

3.3.1 Risk Tolerance 16

3.3.2 Transaction and Exposure Limits 16

3.3.3 Stress Testing 17

3.3.4 Model Validation and Controls 17

3.4 Information Systems and Models 18
SECTION 4 RISK REPORTING 19
4.1 Risk Management Reporting Policy 19
4.2 Risk Management Committee Meeting Updates 19
4.3 Transaction Valuation 20
SECTION 5 OTHER RESPONSIBILITIES AND POLICIES 21
5.1 Organization-Wide Responsibilities 21
5.2 Commercial Interests and Trading for Personal Accounts 21
5.3 Acknowledgment of Policy Requirements 22
5.4 Adoption of Energy Risk Management Policy 22
SECTION 6 CREDIT RISK POLICY 23
6.1 Introduction 23
6.2 POLICY OVERVIEW 23
6.3 Credit Risk Control 23
6.3.1 Credit Policies 23
6.3.2 Credit Limits 24
6.3.3 Counterparty Credit Function 24
6.4 Counterparty Credit Risk Assessment & Management 25
6.4.1 Counterparty Credit Rating 25
6.4.2 Credit Limit Management 25
6.4.3 Credit Limit Monitoring 26
Appendix A PORTFOLIO RISKS 27
A.1. MARKET RISK 27
A.1.1. Price Risk 27
A.1.2. Volume Risk 28
A.1.3. Liquidity Risk 28
A.2. CREDIT RISK 28
A.2.1 Credit Risk 28
A.2.2. Funding Risk 29
A.3. OPERATIONAL RISK 29
A.3.1. MODEL RISK 29

A.3.2. DENTON ENERGY CENTER OUTAGE RISK 29
A.4. REGULATORY RISK 30
A.4.1 Carbon Cost 30
A.4.2 Changes to ERCOT market design 30
A.4.3 Ongoing changes to ERCOT Protocols 30
A.4.4 Regulatory Compliance 30
Appendix B RISK EXPOSURE AND TRANSACTION LIMITS 31
B.1 Risk Books 31
B.2 Risk Exposure Limits 32
B.3 Portfolio Risk Exposure Limits 33
B.4 Open Position Management 34
B.5 Transaction Limits ..... 35~~34~~
B.5.1 Bilateral or Financial Power Transaction Limits 35
B.5.2 Congestion Management Transaction Limits ..... 37~~36~~
B.5.3 Physical or Financial Natural Gas Transaction Limits 40
B.5.4 Renewable Energy Credit ("REC") Transaction Limits 41
Appendix C ORGANIZATIONAL STRUCTURE ..... 43~~42~~
Appendix D APPROVED TRANSACTION TYPES 45
Appendix E FORWARD HEDGING STRATEGIES AND PLANS 48
Appendix F 2023 -2024 DME HEDGE PLAN 50
Hedge Plan Overview 50
Appendix G NEW PRODUCT/MARKET INSTRUMENT APPROVAL CHECKLIST . 52
Appendix H ENERGY RISK MANAGEMENT POLICY ACKNOWLEDGEMENT FORM 54

SECTION 1 PROGRAM OVERVIEW

1.1 Introduction

The City of Denton's municipally owned electric utility, operated under the trade name of Denton Municipal Electric ("DME"), is in the business of providing affordable and reliable energy and energy services to its customers in an environmentally sustainable manner. This Energy Risk Management Policy ("Policy") has been developed to establish a comprehensive framework for DME to meet and exceed the overall goals and objectives set by the City Council, subject to approved risk tolerances.

This Policy provides specific controls (e.g., segregation of duties, oversight, etc.) for the management of strategic and operational risks and establishes guidelines for DME to plan, execute and control the risks inherent in the generation, purchase and sale of energy for its retail customers. The resulting framework shall govern DME's energy portfolio activities through which City Management and DME personnel identify, capture, measure, manage, control, monitor and report financial and other risks. This Policy~~program~~ specifically addresses management of energy portfolio risk and provides a framework to maintain proper controls over portfolio activities as they change over time.

1.2 Objectives

The objectives of this Risk Policy are as follows:

1. Identification of inherent risks associated with procurement of energy and ancillary services to serve the retail load of DME's customers./~~owners.~~
2. Periodic and consistent measurement and reporting of risks
3. Establishment of acceptable risks levels
4. Identification of authorized risk management transactions, volumes, terms and authority levels for all employees, committees, and boards involved in execution of risk management transactions.
5. Establishing disciplinary actions for violation of risk management policy including trading limits

DME's energy portfolio consists of its assets such as power plants, power supply contracts of varying delivery patterns and maturity, wholesale physical and financial hedges[1], congestion management trades, ancillary service requirements and retail load obligations. A number of inherent risks are associated with DME's energy portfolio, including market (price) risk, volumetric risk, operational risk, organizational risk, counterparty credit risk, liquidity (funding)

[1] As used in this Policy, physical and financial hedges are market transactions used to offset pre-financial existing risk in the portfolio and are generally used to reduce price exposure associated with DME supply and demand, price volatility or transmission congestion.

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risk, and regulatory/legal risks (for more detail, see Appendix A for a summary of DME's portfolio risks).

DME manages these risks to achieve its core business objectives of delivering energy to its customers at reasonable and stable rates. Key risk management objectives and performance measures are shown in the table below.

Objective	Performance Metric
Reduce price and volumetric risk	Reduction in exposure to price volatility and volumetric variability
Competitive costs	Comparison of actual energy costs (including hedges and ERCOT balancing transactions, but excluding PPAs) to the average annual ERCOT Day Ahead Market (DAM) price, plus a hedging premium
Reasonable rates	Comparison of DME average rate to that of other Texas municipal utilities
Risk Policy Adherence	Identification, reporting and disciplinary action of policy violations

1.3 Energy Risk Management Framework

DME's Energy Risk Management Policy is built around a framework that includes the following four elements: ~~–~~Organizational Objectives, Risk Mitigation, and Measurement, Portfolio Management and Risk Control Infrastructure. Each of these elements is discussed further below.

1.3.1 Organizational Objectives

The Risk Management Committee ("RMC") approves goals, strategies, and objectives which help define the appropriate portfolio management activities that are undertaken by DME. This is done in coordination with strategic and business planning activities conducted to establish the budget and through periodic strategic planning activities.

1.3.2 Risk Mitigation and Measurement

As part of clarifying organizational objectives, this Policy defines the Energy Management Office's ("EMO")~~'s~~ role in identifying, measuring and mitigating energy risks. DME's risk mitigation practices focus on implementation of the approved Hedge Plan for mid to long term risk mitigation and inside the month risk management activities to meet required targets, along with transaction and risk exposure limits.

1.3.3 Portfolio Management

DME engages in transactions that are conducted in accordance with hedging targets and risk management and transaction limits specified in connection with this Policy and in broader DME policies and operating procedures.

1.3.4 Risk Control Infrastructure

DME maintains a collection of internal controls, systems, and processes necessary to achieve the objectives of this Policy. These controls comprise DME's energy risk control infrastructure and includes provisions for:

- Energy Risk Management Organization Structure and Responsibilities
- Transaction and Risk Exposure Targets and Limits
- Portfolio Position Tracking
- Risk Measurement and Mitigation
- Performance Measurement
- Management Reporting
- Operating Procedures

1.4 Procedures and Guidelines

This Policy prescribes the management, organization, authority, processes, tools and systems to monitor, measure, control and mitigate market risks through DME's energy management activities. Upon adoption by the City Council, this Policy shall be implemented through a supporting set of standard operating procedures ("EMO Procedures Manual"). The operating criteria and parameters shall be updated as necessary to reflect changes in market conditions and staffing levels. All standard operating procedures shall be approved by the RMC.

All departmental procedures that may impact DME's energy portfolio shall be in full compliance with this Policy. DME executive management shall evaluate the degree of detail necessary in the operating procedures and may require that additional procedures be developed and implemented.

SECTION 2 ORGANIZATION STRUCTURE

2.1 Risk Management Committee ("RMC")

While the leadership of the Front, Middle and Back Office groups, along with the DME General Manager regularly review executed transactions, monitor proximity to transaction limits and oversee the implementation of DME's portfolio management activity, consistent with industry best practices, the executive oversight of DME's energy management activities is conducted through the Risk Management Committee ("RMC"). The RMC is also responsible for activities governed by this Policy and ensuring that Policy requirements are met. The RMC membership is to be comprised of five voting members and two non-voting members.

2.1.1. Risk Management Committee Responsibility

The RMC has the responsibility for executive oversight over the Program, which includes:

- Understanding DME's risk management objectives as described in Section 1.2 above and risk tolerances as described in Appendix B.3 and B.4.
- Approving annual risk plans, targets and limits as reflected in DME's proposed annual budget and Hedge Plan.
- Ensuring Program strategies are consistent with overall City goals and obligations.
- Reviewing this Policy at least annually and making recommendations for changes to the City Council and Public Utilities Board.
- Reviewing and monitoring DME's progress in managing its hedging plans/targets as described in Appendix E and proximity risk exposure limits specified in Appendix B.3.
- Understanding and discussing DME's energy-related financial risk exposures and DME's strategies for monitoring and controlling these exposures.

2.1.2 Risk Management Committee Structure

The voting members are:

- PUB Chair (or designee)
- City Manager (or designee)
- DME General Manager (Chairman)
- Executive Manager, Operations (or designee)
- City's Director of Finance (or designee)

The non-voting members, both acting solely within their respective responsibilities set out in the City's Charter, are:

- City Auditor (or designee)
- City Attorney (or designee)

2.1.3 Meeting Frequency, Voting, Member Vacancies and Reports

1. As needed, but no less than quarterly, the RMC shall meet to review EMO operations as described in Section 4.2. The Chair of the RMC shall provide at least five (5) business days' notice to the members.

2. Any member of the RMC can request a meeting to address circumstances or issues that may require immediate attention.

3. As needed, but not less than annually, the RMC reports results of DME's energy management activities and compliance with this Policy to the Public Utilities Board and the City Council

4. Each of the five voting members shall have a single vote on matters that come before the RMC and a voting member, or designee, must participate in the RMC meeting in order to vote and approve a proposed action. If a voting member is unable to attend an RMC meeting in person or by telephone, the member may designate an alternate to vote in his or her absence. A quorum of at least four (4) voting members is required for a vote to take place. The RMC makes decisions and take actions by a simple majority vote. If the RMC reaches an impasse that cannot be addressed through a vote, the DME General Manager may make a final decision by the end of the next business day on the issue and shall immediately notify all RMC members by email.

5. In cases where a member of the RMC leaves the employ of the City, the City Manager, upon consultation with the DME General Manager, will resolve the RMC vacancy by making an interim appointment at their~~his~~ discretion.

6. A standard set of reports shall be prepared and distributed by the Chairman in advance of each RMC meeting. The DME Compliance Officer, or their~~his/her~~ designee will act as Secretary to the RMC and will document all meetings and actions taken by the RMC in meeting notes that will be distributed to RMC members for their review and acceptance. Risk Policy compliance and risk position reports will be presented the RMC in a form that is approved by the RMC and which may be amended as determined necessary by the RMC. When establishing the standard set of reports, the RMC will consider the requirements set out in 2.1.3.

7. Meeting notes approved by the RMC will be distributed by the City Attorney to the RMC members, the City Manager, City Council and PUB.

8. As Chairman of the Risk Management Committee, the DME General Manager is responsible for all DME energy management activities, including the day-to-day efforts of the risk control function. At a high level, these responsibilities include understanding and measuring market risk, validating risk mitigation activities, hedge strategy compliance and risk reporting.

2.1.4 Third Party Review of Energy Management Office; DME Cooperation with Consultant

1. DME may employ a consultant periodically to provide an independent review to the RMC including, but not limited to:

   - Assessment of energy markets including energy news and counterparty information relevant to DME's risk management and hedge positions
   - Independent monitoring of DME's risk and policy limits as defined and approved in this policy
   - Review of DME's front office hedge strategy and recommendations for potential improvements
   - Independent review of DME's executed hedge positions for compliance with this policy
   - Review of DME's hedge positions and portfolio, including review of
     - Risk report
     - Position reports
     - P/L reports
     - Counterparty exposure reports
     - Settlements reports
   - Support in the ongoing development of DME's RMC standard set of reports
   - Performance of a cost benchmark analysis.
   - Review of Middle and Back Office functions.
   - Other tasks and responsibilities as may be determined important by the RMC.

2. DME shall cooperate with all requests of the consultant.

2.2 Front, Middle, and Back Offices

The "Front-Middle-Back Office" model provides for segregation of duties and efficient administrative support. It is a way to segregate DME energy management activities into

transactional ("Front Office"), independent risk control and transaction compliance ("Middle Office") and financial, accounting, and contract administration support ("Back Office") functions.

2.2.1 Front Office

The Front Office is primarily responsible for managing the energy supply portfolio associated with DME's wholesale market activities and directing its daily physical and financial trading.

The Front Office directly executes physical or financial transactions to support activities such as management of fuel, power, congestion, ancillary services, environmental attributes, and wholesale sales activities as well as develops measurable hedge strategies and plans at least annually (see Appendix E for details on hedging framework).

Specific responsibilities of Front Office personnel include:

1. Developing and implementing strategies that are consistent with program objectives and this Policy.
2. Monitoring the energy markets including determining the forward prices for products traded by the EMO ("marking curves") structural/regulatory changes, counterparty activity and financial wherewithal, market liquidity, and new supply and hedging instruments.
3. Advising the RMC of significant changes in the market and in the liquidity of approved hedging instruments, along with advising the RMC of the need for seeking Council approval of ~~in~~ new hedging instruments that may help DME achieve its risk objectives. New hedging instruments shall be approved based on the guidelines shown in Appendix G – New Product / Market Instrument Approval Checklist.
4. Managing the portfolio of positions in physical and financial energy and energy-related commodities in a manner consistent with DME's risk management objectives and the corresponding Hedge Strategies contained in Appendix E – Forward Hedging Strategies and Plans.
5. Executing physical and financial transactions with approved counterparties through the appropriate exchange, broker, voice communication, email, etc.
6. Recording details of financial and physical transactions for DME's ETRM system.
7. Ensuring that transactions comply with ~~DME's Energy Risk Policy~~this Policy.
8. Functioning as the primary point of contract and as an active participant in the ERCOT stakeholder processes.

The Front Office oversight role is accomplished through supervisory review and approval. DME's Front Office consists of Market Operations and the Market Analytics group and reports to the Assistant General Manager or the functional manager of the EMO.

2.2.2 Middle Office

The Middle Office is responsible for monitoring compliance with this Policy, for determining that energy transactions and exposures are within authorized limits and meet minimum targets, identifying any violations of the limits in this Policy and reporting any such violations to the General Manager and or Assistant General Manager, and for reporting the market exposure associated with all transactions entered into by the Front Office on an ongoing basis. The Middle Office is also responsible for credit risk management activities, including vetting and due diligence of counterparties, negotiating enabling agreements, establishing credit limits, quantifying the level of acceptable credit and market risk and providing estimates of key credit risk drivers. . If, in the opinion of the Middle Office, hedge decisions do not achieve program objectives, the Middle Office will determine why the objectives are not achieved and recommend to the General Manager, changes to existing and proposed hedge transactions and positions. In the event there is no consensus between the Front Office and the Middle Office, the Middle Office with will recommend changes to the RMC on potential changes to the hedge transactions and the rationale for such recommended changes.

The Middle Office responsibilities include monitoring DME's energy management risk exposures and mitigation measures and ensuring compliance with policies, guidelines, and procedures. In connection with this responsibility, the Middle Office maintains a compliance log of any operational and/or procedural violations, which will be reported to the RMC each quarter. Alleged violations of and policy or procedures will be immediately reported to the General Manager and the Assistant General Manager.

Additionally, the Middle Office is responsible for recommending to the RMC when changes in policy or operating procedures are required. These recommendations may involve the temporary or permanent halting of transactions with one or more counterparties, and any other topic the Middle Office believes represents potential unacceptable risk exposure.

The Middle Office adopts and updates, as necessary, the Energy Risk Management Policy after such updates are adopted by the RMC, guidelines and procedures so that portfolio management functions occur in compliance with Energy Risk Management Policies and energy risk procedures and guidelines.

Specific responsibilities of the Middle Office include the following:

1. Verifies and reconciles physical and financial transactions, including conditions, quantities, and amounts to be paid and dates. The Middle Office collects and validates market quotes to mark portfolio positions and to ensure that the terms recorded and understood by DME match the terms actually agreed upon with counter parties and/or brokers.
2. Prepares position reports identifying the financial positions, physical positions, anticipated physical exposures, and the market value of the energy portfolio(s) on a position-by-position and aggregate basis.
3. Maintains risk measurement, performance, and valuation models, including various stress tests.
4. Prepares routine risk reports, including those identified in Section 4.2 – Required Reports.
5. On a daily basis, confirms that all exposures and activities comply with authorized market instruments as contained in Appendix D – Approved Types, the risk limits as contained in Appendix A – Risk Exposure and Transaction Limits and hedge coverage targets as contained in Appendix E – Forward Hedging Strategies and Plans. In doing so, the Middle Office monitors transactions and position limits, review daily positions, and activity reports, and ensures that trading instruments comply with current hedging strategies and are permissible.
6. Follows the remedial actions process in the event of any risk limit or hedge target breaches.
7. Ensures all transactions comply with ~~DME's Energy Risk~~this Policy.
8. Executes and sends written confirmations to counterparties to ensure terms and conditions are mutually agreed upon.
9. Manages the credit risk associated with DME's energy portfolio, including reporting current and potential future credit exposure, credit positions relative to authorized limits and changes to the credit risk profile of DME counterparties.
10. Maintains all counterparty enabling agreements and ensures that only enabled counterparties are populated and authorized in the system of record.

The Middle Office reports to the DME Regulatory & Risk Division Manager.

2.2.3 Back Office

The Back Office's primary responsibility is to ensure that financial records of DME's energy management operation accurately reflect the current state of energy risk management and power supply portfolio management activity. The Back Office is responsible for invoice checkout, verifying supply payments, invoicing, and settlements. The Back Office is also responsible, in coordination with City of Denton Finance, AR, and AP departments, for accurately calculating and booking the financial results of energy transaction activities,

billing, and accounts payable, as well as recording, reporting and accounting for risk management and hedging. Specific responsibilities of the Back Office include the following:

1. Supports accounts payable and receivable operations.
2. Coordinates with City Finance the recording of all revenue and expenses in the general ledger and other subsidiary ledgers when appropriate.
3. Coordinates the recording of posted cash receipts and revenues with City Finance to the appropriate subsidiary ledger.
4. Settles transactions (verification, accounts payable/receivable)
5. Develops and maintain documentation outlining standard procedures for performing the settlement functions described herein.
6. Notifies the Front Office, Middle Office, and the General Manager of any discrepancies that result from the reconciliation process.
7. Oversees the safekeeping of transaction-related documents.
8. Maintains funding and reconciles and records activity in cash accounts held with other ERCOT and other market participants.

The Back Office reports to the ~~Executive Manager of Energy Services and Administration~~Business Services Division Manager.

SECTION 3 MARKET RISK PROTOCOLS AND EXPOSURE CONTROL

3.1 Market Risk Protocols

The following market risk protocols shall govern DME's participation in wholesale energy markets. Specific limits, methodologies, reports, operational procedures and approval processes are detailed in the EMO Procedures Manual.

- DME will ensure that it has full knowledge of its energy portfolio position and the resulting exposure and understands the implications of its energy management activities.
- Only personnel authorized by the DME General Manager, or their~~his~~ designee, pursuant to a written Delegation of Authority Memorandum or email copied to the middle office can transact on behalf of DME in the wholesale energy market (see Transaction Limits section of Appendix B).
- Personnel involved with DME's energy management activities will ensure they obtain competitive prices, transact based upon competitive market conditions and that counterparty credit risk is diversified by setting up master enabling agreements [such as the International Swaps and Derivatives Association, Inc. (ISDA), Edison Electric Institute (EEI), and the North American Energy Standards Board (NAESB)].
- DME may only transact in wholesale energy-market products authorized by this Policy and at retail price levels stipulated in the current rate manual or as approved by the PUB or City Council as applicable.
- DME may only transact within transaction limits approved and defined in this Policy.
- All energy transactions will be carried out on recorded phone lines, electronic trading platforms, via electronic media (including email and other online methods) or other media that can be recorded and documented.
- Metrics for assessing DME's market risk exposure will be specified, measured, monitored, and reported on a regular basis to the RMC.
- On a daily basis, all wholesale market transactions are recorded in the official system of record which ~~–~~captures and reports physical and financial positions so that each can be reviewed separately and in total so that net volume and price risk and collateralization requirements can be accurately assessed and managed in real time. This system also serves as a central check and balance tool; therefore, allowing for reconciliation of physical and financial confirmations with transactional input. This system also produces and reports risk information.
- Models and inputs for valuation and risk measurement and mitigation shall be subjected to a validation and change control process. The models employed and associated processes shall

be described in detail in the EMO Procedures Manual.

3.2 Authorized Transactions

Authorized types of transactions are addressed in Appendix D of this Policy. These transactions types are, and shall continue to be, focused on supporting the energy portfolio goals of the City Council and this Policy.

3.3 Market Risk Control

An important element to any energy risk management and mitigation program is the regular identification, measurement, and communication of market risk. DME's net "open" position (i.e., whether it needs to buy or sell energy products on a daily, hourly, monthly or annual basis to balance the energy portfolio) and the market exposure associated with its net open positions shall be quantified and compared against exposure limits contained in this Policy and discussed, on a regular basis, with the RMC.

Market exposure associated with these net positions shall be quantified using forms of measurement approved by the RMC. The market exposure measurement criteria shall be reviewed at least annually and consider changes in DME's net positions and existing and projected market conditions. The Middle Office shall have primary responsibility for coordinating the development, maintenance, and modification all market measurement methodologies within DME and for recommending approval of these methodologies by the RMC.

3.3.1 Risk Tolerance

For the purposes of this Policy, DME's Energy Risk tolerance is defined by the degree of uncertainty that DME can accept in its future financial ratios and customer rates on a projected basis.

DME's Energy Risk tolerance and measurement of Energy Risk shall include "at risk" forms of risk measurement such as Cash Flow at Risk ("CFaR") or Value at Risk ("VaR"), augmented with scenario analysis and stress testing. These forms of risk measurement are described in more detail in Appendix A – Risk Exposure and Transaction Limits and in sections of the EMO Procedures Manual.

3.3.2 Transaction and Exposure Limits

The setting of and the adherence to transaction limits is an important control element to ensure DME does not assume greater aggregate energy market exposure than is intended and helps ensure that the transaction strategy level is appropriate at various levels of aggregation (e.g. by commodity, delivery period, strategy, energy portfolio, etc.).

Appendices B and D, along with the EMO Procedures Manual, contain the Approved Transaction Types and the Transaction Limits for DME. It is the responsibility of the Front

Office, Middle Office and the RMC to utilize these limits to manage and mitigate risk-taking activities. The Front Office shall be responsible for maintaining exposures within prescribed limits and for recommending changes to those limits to the RMC when market conditions or operating circumstances result in limits becoming ineffective or inappropriate in controlling these activities.

The Middle Office shall be responsible for monitoring compliance with the Transaction Limits and obtaining approval from the RMC for any changes to Transaction Limits or the Transaction Limit structure. It is the responsibility of the Middle Office and Front Office to ensure that Transaction Limits are strictly enforced.

3.3.3 Stress Testing

In addition to mitigating and measuring financial exposure using the methods above, stress testing is used to examine performance of the energy portfolio under extreme adverse conditions.

In stress testing, extreme market conditions are applied to the portfolio to determine how the portfolio will perform under such conditions. Stress testing requires thorough evaluation of past market periods to determine those that would represent severe outcomes. In addition, the performance of the portfolio is also estimated for individual and combined potential market conditions. Such conditions are intentionally chosen to represent adverse conditions and combinations of conditions, even if they are extremely unlikely.

The Middle Office shall design and maintain a stress testing program, in consultation with the Front Office. The stress testing approach shall be reviewed by the Middle Office regularly, and the stress testing program shall be presented to the RMC for review on at least an annual basis.

3.3.4 Model Validation and Controls

A risk commonly faced by those involved with energy management activity is *model risk*—the risk that either the methodology or assumptions used to value the portfolio becomes invalid. Inaccurate assumptions and incorrectly designed models can cause risk management problems in every market. However, the complexity of energy models and their extended lifetimes, make these problems especially common in the energy markets.

Model risk occurs primarily for two reasons:

- The model may have fundamental errors the user is unaware of and may produce inaccurate outputs when viewed against the design objective and intended business uses.

- The model may be used incorrectly or inappropriately.

Ensuring adequate model documentation is an important control for managing modeling risk. This requires both organizing model information and accountability from people using and developing models.

DME keeps a record of all internally and externally developed models used in its operation (see EMO Operating Procedures 1-4), including:

- a description of the information input component (assumptions and data used by the model, including quantitative approaches whose inputs are partially or wholly qualitative or based on expert judgment),
- version control (when key model inputs or model processes change)
- processing component (which transform inputs into estimates), and
- reporting component (which translates the estimates into useful business information).

The Middle Office will review and validate models used by DME and report to the RMC annually.

3.4 Information Systems and Models

Energy risk management information systems consist of the data, models and other software and hardware used to collect, analyze, test, and validate transactions within DME's portfolio in order to monitor and control risk. Although various departments within the City of Denton or DME may have responsibilities for using and maintaining DME's risk management systems, the Middle Office shall have overall responsibility for ensuring that the systems are sufficient to perform the risk management functions outlined in this Policy.

As part of a service level agreement with the City of Denton Technology Services, the Middle Office shall also be responsible for maintaining the security, integrity and reliability of the software used for energy risk management purposes (e.g. valuation models, administrative and reporting software, energy risk management databases, etc.). Due to the commercially sensitive nature of the data in DME's energy risk management systems, access by DME employees shall be revoked immediately upon receipt of resignation notification.

In accordance with the service level agreement which is currently followed between DME and the City of Denton Technology Services, Technology Services shall be responsible for maintaining the integrity and reliability of the hardware used for both energy management and energy risk management purposes, including business continuity, disaster protection and recovery plans.

SECTION 4 RISK REPORTING

4.1 Risk Management Reporting Policy

Key to energy risk management is the monitoring of risks and the accurate and timely information that must be provided to all parties involved in any aspect of energy risk management to allow them to perform their functions appropriately. The separation of execution and reporting responsibilities is an industry best practice for ensuring that timely and accurate information is being reported.

~~On an annual basis, the RMC Chairman will meet with the PUB and City Council and provide details of the DME's forward purchases, market exposure, credit exposure, counterparty credit ratings, transaction compliance and other relevant data. In addition, DME will provide periodic training to the PUB and Council on energy market fundamentals and commodity trading best practices to help facilitate more productive risk meetings.~~

Commented [ML1]: Is the implication here that we do this when we review the ERMP with council? Or should we be doing more for Council? Do we want to change this to periodically as well like the next sentence?

Commented [CL1R2]: Marcella, I say we delete the paragraph. Due to the complex nature of the activity I do not see the benefit of prescribed updates to PUB and CC. The Risk Committee is set up to monitor this activity? Your thoughts?

Commented [ML1R3]: I am good to remove it. I think it more closely follows what our actual procedures are.

4.2 Risk Management Committee Meeting Updates

Minutes and meeting materials from quarterly RMC meetings will be distributed to the PUB and Council for their review.

At a minimum, quarterly RMC meetings will include a review of the following topics:

Controls Compliance

Identification of any activities that have exceeded permissible limits. The General Manager or his/her designee will provide details of the causes of any limit violations, the measures taken to mitigate future violations and a report of any disciplinary actions taken as a result of such violations.

Hedge Target Compliance

Provides an update on progress on executing latest hedge plan execution timetable.

Portfolio Competitiveness

Provides a comparison of latest 12-month cost/MWH vs ERCOT spot markets (Day-Ahead and Real-Time Market) and compares the market value of renewable resources to their contract costs.

Credit Exposure

Identifies the credit limit for each counterparty, current level of exposure with the counterparty, and remaining available credit. Also includes an update on current ERCOT credit requirements and thresholds.

4.3 Transaction Valuation

DME's financial records will be maintained in full accordance with generally accepted accounting principles ("GAAP"), Government Accounting Standards Board (GASB) and will be consistent with FERC Uniform System of Accounts.

Front, Middle, and Back Office functions shall coordinate their efforts and maintain vigilance to ensure that DME's energy management transactions and risk exposures are accurately valued in an unbiased manner. Transaction valuation and reporting of positions shall be based on objective, market-observed prices or models.

Open positions (i.e., whether DME needs to buy or sell energy on a daily, hourly, monthly or annual basis to balance customer loads against available resources) should be valued ("marked-to-market") daily, based on consistent valuation methods and data sources. Whenever possible, these valuations shall be based on independent, publicly available market information and data sources (e.g., Bloomberg, Reuters, NYMEX, ICE, broker quotes, etc.).

As noted in Section 2.2.2, the specification of position valuation methods is the responsibility of the Middle Office and is subject to RMC review. The Middle Office is responsible for obtaining and disseminating market pricing information (Section 2.2.2, item 2, page 13) in a timely and consistent manner, along with maintaining and updating transaction data and information sources used for trade evaluation (Section 2.2.2, item 1, page 13). The Middle Office is also responsible for assuring that data used for energy risk management calculations represent accurate and timely information available from reputable market or internal sources (Section 2.2.2, items 1 and 2, page 13).

SECTION 5 OTHER RESPONSIBILITIES AND POLICIES

5.1 Organization-Wide Responsibilities

It is the policy of DME and the City of Denton that all personnel adhere to standards of integrity, ethics, conflicts of interest, compliance with statutory law and regulations and other applicable standards of personal conduct.

The willful misrepresentation or concealment of information regarding portfolio management and/or risk management activities from senior management or any person responsible for the accurate tracking and reporting of such activities shall result in disciplinary action up to and including termination in accordance with DME and City of Denton policies and possible legal action as allowed or required by law.

As an employee of the City of Denton, all DME personnel involved with its energy management activity should not have an expectation of privacy in the conduct of their duties. At any time, recorded phone calls and electronic transactions, emails, texts, etc. may be reviewed to ensure appropriate conduct or to review transactional information.

5.2 Commercial Interests and Trading for Personal Accounts

All DME personnel who have any specific responsibilities delineated under this Policy or in the EMO Procedures Manual, are prohibited from engaging in the activities listed below:

- Physical or financial trading of any commodities stipulated in this Policy or in supporting departmental procedures for their own account

- Holding an undisclosed interest in any account or corporate entity (other than DME), which is used to trade the commodities described above.

If there is any doubt as to whether a prohibited condition exists, then it is the employee's responsibility to disclose and discuss the possible prohibited condition with their supervisor. In addition, any employee receiving taxable income from any person or business doing business with DME must file a Conflicts Disclosure Statement in accordance with Chapter 176 of the Texas Local Government Code. Failure to comply with these requirements may result in disciplinary action up to and including immediate termination of employment, in accordance with DME and City of Denton policies.

5.3 Acknowledgment of Policy Requirements

All DME personnel connected with the energy risk management program must sign a statement attesting that they have received, read, and understand this Policy document and the City of Denton policies regarding employee conduct. A sample statement is provided in Appendix G.

5.4 Adoption of Energy Risk Management Policy

Thise ~~Energy Risk Management~~ Policy shall be formally reviewed, approved and adopted by ordinance of the City Council upon substantial edits to the Policy. ~~annually in the second quarter of the City's fiscal year.~~

SECTION 6 CREDIT RISK POLICY

6.1 Introduction

The purpose of this credit risk policy is to establish a consistent process whereby the credit risk of future financial loss due to counterparty physical or financial non-performance is significantly diminished for energy purchases and/or sales. This objective will be accomplished by a pre-contract qualification and ongoing review process for all energy suppliers and/or purchasers in combination with effective on-going monitoring systems and established limits. Any energy transaction conducted by DME will comply with this Credit Risk Policy.

6.2 POLICY OVERVIEW

In general, all energy suppliers and/or purchasers will be subject to a financial review in accordance with DME's standards for determination of creditworthiness. Evaluation of a counterparty's financial health and its ability to deliver its product or to pay is crucial. Such review procedures prior to contract execution are designed to protect DME from undue exposure to losses that could arise from an insolvent counterparty not being able to pay for energy that they have purchased or to cover replacement costs incurred for term contracts that have positive economic value in relation to current market prices. A credit review cannot be viewed as the only mechanism to prevent any and all losses, but it can help identify those counterparties where performance has been a problem in the past or may present a problem in the future. Established limits combined with proper monitoring systems will help enable DME to effectively mitigate possible losses due to counterparty insolvency.

6.3 Credit Risk Control

Credit Risk is the potential impact on DME's financial performance due to the chance of non-performance in payment or delivery (either physical or financial) by an energy entity that has executed a commercial agreement with DME to buy and sell energy ("counterparty").

DME actively mitigates its energy credit risk by making informed decisions regarding which counterparties to transact with and to what degree. Credit risk is defined as the risk of counterparty nonperformance, or failure to deliver its obligation (whether with an energy product or the payment of amounts owed).

6.3.1 Credit Policies

DME mitigates its energy credit risk by:

- Incorporating the expected transacting volumes, timing, and expected energy prices, when establishing an energy credit risk tolerance for a calendar year.

- Assessing counterparty creditworthiness and establishing credit limits for counterparties based on that assessment.
- Requiring a counterparty to be assigned a credit limit prior to transacting with it.
- Monitoring and assessing market and counterparty events to adjust credit limits as appropriate.
- Calculating and reporting the maximum expected loss if a counterparty defaults ("counterparty credit exposure").

6.3.2 Credit Limits

The EMO Procedures Manual includes a credit limit framework for DME's counterparties based on various factors such as debt ratings and financial statistics. Specific counterparty credit limits include consideration of financial ratios, audited financial statements, and asset quality. Credit limits and credit exposure based upon the trades in place with each counterparty and the market price for the net long or short positions with each is measured every day by the Middle Office. At least semi-annually the credit strength of each counterparty that DME is exposed to will be evaluated by the Middle Office, or immediately if their business conditions change or their credit rating has been downgraded and negative changes that have the potential to increase DME's credit risk will be reported to the RMC.

Prior to execution of any transaction with a counterparty, the Front Office verifies that the counterparty has available credit. In addition, no transaction shall be executed that will cause the counterparty credit limit to be exceeded unless explicitly approved by the RMC.

6.3.3 Counterparty Credit Function

The counterparty credit function includes counterparty credit analysis and approval of new and existing counterparties as well as the calculation, aggregation, monitoring and reporting of credit exposures. In addition to those activities mentioned in section 3.1, the Middle Office manages DME's credit function.

The objective of the counterparty credit function is to minimize the potential adverse financial impacts on DME in the event of a potential default by a counterparty. This is accomplished by:

- Establishing a credit risk mitigation structure within the energy risk management program.
- Providing a framework to enable DME to qualify energy suppliers and transact with approved counterparties.

- Determining counterparty transacting parameters ("transaction limits") to conservatively control and measure DME's exposure to any one supplier.
- Implementing conservative business processes and procedures (to be included in the EMO Procedures Manual) to gather and monitor financial information on each counterparty to estimate counterparty credit exposures.

6.4 Counterparty Credit Risk Assessment & Management

Counterparty Credit Risk (CCR) is defined as the risk that the counterparty to a transaction could default before the final settlement of the transaction's cash flows, where an economic loss would occur if the transactions (or portfolio of transactions) with the counterparty had a positive economic value at the time of default, or during the close-out period.

6.4.1 Counterparty Credit Rating

- A counterparty's credit rating is the basis for measuring its credit quality. DME assesses counterparty credit risk based on the latest ratings from the following external credit assessment institutions: -S&P, Moody's and Fitch. If no external credit rating is available, the Middle Office will assess a counterparty's credit quality and approve an internal rating.
- If there are multiple ratings, the following rules shall apply:- (i) If there are two ratings by external credit assessment institutions and the two ratings differ, the lower rating will be applied; (ii) If there are three ratings and they are not all equivalent, the rating in the middle shall be applied
- Whenever there is a rating change from an external credit assessment institution, the related counterparty's rating must be updated.
- It is important to recognize the limitations of externally produced credit ratings. Counterparties are the ones who are actually pay for a credit rating, the primary purpose of which is to facilitate their own borrowings and investment. Credit ratings agencies are not responsible for verifying the accuracy of the financial data supplied to them. For this reason, the Middle Office will also produce its own internal credit rating.
- The Middle Office will assess each counterparty's credit limit, using a broad analytical framework that includes:
    - Counterparty specific information (business activity;- capital, leverage and earnings; risk position; funding and liquidity; ownership structures)
    - Macro factors (evaluate economic, industry and sector risks) and
    - External factors (parent/group support and government support)

6.4.2 Credit Limit Management

- To be effective a credit limit is not a guideline but a "hard stop" control that needs to be taken seriously by all internal stakeholders. It is a disciplined approach taken to potential breaches, increases and renewals.

- A counterparty's credit limit represents the maximum committed exposure DME will undertake with each counterparty with regard to credit, which may be less than the applicable Collateral Threshold value in the associated enabling agreement.
- Once a counterparty has been determined to be creditworthy, Middle Office will propose a maximum Credit Limit for approval by the Risk Committee.
- Although a counterparty may qualify for a certain maximum Credit Limit, the types of products to be transacted, as well anticipated transaction volumes, terms and other business factors may prompt Middle Office to set a lower limit for Front Office trading activities with that counterparty that is considered more appropriate.
- Middle Office will closely monitor each counterparty's credit quality and will alert the Risk Committee to any downside risk such as credit rating migration, key financial performance deterioration, potential event on cross default, etc. Early actions such as limit adjustment and collateral monitoring shall be taken to actively manage credit and liquidity risk exposure.
- Middle office shall actively manage collateral and margin based on the terms stipulated in the Collateral Annex to relevant enabling agreements.
- In the case of a counterparty default, a workout team shall be established under the leadership of the Middle Office with staff members of the Front and Back Office, City Finance and City Legal to design a timely workout plan, including any necessary recovery actions.
- DME may trade with cCounterparties having sub-investment grade credit ratings or privately funded companies with no credit rating. However, entering into contracts with counterparties considered below investment grade or privately funded companies with no credit rating requires caution, greater business justification and should be accompanied by a greater level of monitoring.
- The Middle Office shall also monitor credit exposure on a portfolio level, including concentration risk.

6.4.3 Credit Limit Monitoring

The Middle Office will monitor the current credit exposure for each counterparty with whom DME transacts and include such information in the Current Counterparty Credit Risk Report which includes current counterparty credit exposure compared against limits and the limit assigned to Denton by the counterparty.

Current credit exposure is a measure of the known exposures and composed of two primary exposures – (1) realized exposure, and (2) unrealized or forward exposure. Realized exposure, a payable or receivable amount owed between counterparties, is a measurement of cash flow for billed and unbilled transactions. Unrealized or forward exposure is a measure of current unrealized exposure and includes the measure of a counterparty's incentive to fulfill contractual obligations. Unrealized or forward exposure measures the risk associated with having a payment default or the need to replace a transaction in the event of delivery default.

Appendix A PORTFOLIO RISKS

As an electric utility, participation in physical and financial energy markets exposes DME and its customer/owners to the risks of cost and pricing uncertainty, revenue and commodity market volatility, and uncertainty in meeting budget targets and the Energy Cost Adjustment (ECA) component of its retail rates. These risks may be broadly categorized into three risk categories: market, credit, and operational. Each category of risk is described below. The categories are not entirely separate: disruptions of planned operations, for instance, can expose a utility to the risk of having to execute unforeseen transactions during adverse market conditions.

The following section provides descriptions of the energy-related risks the Policy is intended to address.

A.1. MARKET RISK

DME manages energy purchases and sales with the goal of reducing the business risks associated with its obligation to serve energy to its customer/owners. These risks include volume-related and price-related risks.

A.1.1. Price Risk

Because of continual changes in the supply and demand for electricity, significant price changes can occur over a short time frame, otherwise known as price volatility. High price volatility means a high degree of uncertainty about the level of prices in the immediate time frame and the future. DME's price risk takes several forms, including: 1) exposure to changes in spot prices which DME faces in purchasing electric energy from the ERCOT market, 2) forward price risk of anticipated purchases or sales of power or fuel in the future and 3) the cost of energy-related products and services such as congestion revenue rights and ancillary services.

Price risk also includes the basis risk associated with potential differences in the price of a commodity between geographic locations that is inherent in the ERCOT and physical natural gas markets. For example, whenever DME must purchase power to satisfy native load requirements or is exposed to natural gas price uncertainty at various physical delivery points, DME is financially at risk due to the uncertainty in transmission or transportation costs between various locations.

A.1.2. Volume Risk

Volume Risk refers to uncertainty in the quantity of a commodity or service demanded, acquired, or supplied that has a potential economic impact. A primary volume risk for DME is the uncertainty associated with the amount of load DME will be required to serve. Weather conditions affect customer energy usage, and weather changes make forecasting of load and non-dispatchable resources a challenge, causing actual quantities to deviate from forecasts. Forced or unexpected outages of generation resources also impact DME's volumetric risk. Generation levels from renewable energy resources are based upon the weather conditions experienced at the location of the renewable resources. EMO Operating Procedures 1-4 contain details about DME's processes for developing forecasts of expected volumes associated with its portfolio of load and resources.

A.1.3. Liquidity Risk

DME transacts business in commodity markets that have inherent liquidity risk. Liquidity risk for DME arises when its intended transaction quantities exceed the size of current market bids (to buy) and offers (to sell). When DME desires to execute a transaction for a volume/quantity in excess of current market bids or offers, potential counterparties may be unwilling or unavailable to transact with DME. Transactions of nonstandard sizes and types also present liquidity risks.

Liquidity risk should also be considered with regard to positions thought to be offsetting, but that may become open in the event that a counterparty defaults on their transaction responsibility (also referred to as "default risk"). It may be difficult to replace defaulted transactions on short notice. If a position must be covered quickly, the price of the necessary replacement transaction can be worse than if no urgency existed, especially if the potential counterparties know about the urgent need, putting DME as a significant disadvantage.

A.2. CREDIT RISK

DME is at risk if a customer, supplier or trading counterparty is unable or unwilling to fulfill its present or future contractual obligations to deliver power or fuel, or to make a timely payment of invoices or collateral.

A.2.1 Credit Risk

Credit Risk equals the potential replacement value of counterparty contractual obligations to deliver or receive power or fuel, or to make a timely payment to settle a

financial contractual obligation. The potential financial impact from counterparty defaults is significant. DME's credit risk is addressed in a separate Credit Risk ~~Management~~ section of this Policy.

A.2.2. Funding Risk

Funding risk is related to credit risk. This term refers to the risk that DME might have to pay margin or post collateral to meet requirements to securitize its credit under credit provisions of Power Purchase Agreements, wholesale energy market, or to meet margin requirements for cleared contracts. In the event of significant funding risk associated with the default of a counterparty or the inability of the DEC to produce energy resulting in large replacement energy costs, the City of Denton's reserves would be required to provide cover costs.

A.3. OPERATIONAL RISK

The term operational risk is often used as a catch-all category intended to include all risks that are not explicitly designated by other names, such as market risk, volume risk, liquidity risk, and credit risk. Operational risks include problems of several types that can have adverse financial consequences, and that relate to the operations of DME's energy portfolio, identification and control of risks, and processing and settlement of transactions. One such risk is Model Risk.

A.3.1. MODEL RISK

Model risk is a form of systems risk associated with unrecognized deficiencies of information systems used to in value transactions. A model may incorporate assumptions to derive unobservable pricing parameters from observable ones. There is a risk that a particular model used to value a transaction may not properly capture the value and risks of the transaction, and that its deficiencies may emerge only after the fact, following unfavorable market movements.

A.3.2. DENTON ENERGY CENTER OUTAGE RISK

A forced or unexpected outage of the DEC when the output from the units are anticipated to be used to hedge market price risk due to lower than expected renewable energy generation is an operational risk. This risk is mitigated by a) preventative maintenance programs designed to minimize forced outages b) not over-committing energy and capacity from the DEC during times of likely high prices, and c) the purchase of out-of-the-money call options. DME may also recommend to City Council the purchase of outage insurance for specific time periods during the year if, upon evaluating the results of a solicitation, DME determines the associated insurance premiums are economical.

A.4. REGULATORY RISK

Regulatory risk is the uncertainty to DME's performance due to potential changes in laws or regulatory mandates. Examples include, but are not limited to, the following.

A.4.1 Carbon Cost

Unless explicitly borne by an energy supplier, DME is exposed to the potential risk of carbon costs. Any applicable law, rule, regulation, ordinance, protocol, order, decree, judgment or other similar legal mandate could cause DME to pay carbon costs associated with the production, generation, sale, metering, measurement, transmission, storage or delivery of electric energy.

A.4.2 Changes to ERCOT market design

The PUCT has directed ERCOT to study the impact of changes to its market design, which could have a significant impact on the flow of dollars between suppliers and consumers of power, possibly triggering the need to renegotiate long-term power contracts and changing the valuation of existing generation assets.

A.4.3 Ongoing ~~c~~Changes to ERCOT Protocols

The rules under which ERCOT operates are in a constant state of change. In fact, they change so often that ERCOT's governing board has a committee (Protocol Revisions Subcommittee) that meets monthly to review and process proposed changes submitted by ERCOT and its market participants. These changes usually impact how costs are allocated within ERCOT among market sectors, consumers and suppliers of power, and individual market participants like DME.

A.4.4 Regulatory Compliance

Market Participants in the ERCOT region are subject to both state and federal laws and regulations.

Market Participants that own or operate facilities that are part of the Bulk Electric System, as defined in federal law, are subject to oversight by the Federal Energy Regulatory Commission (FERC), the North American Electric Reliability Corporation (NERC), and Texas Reliability Entity, Inc. (Texas RE).

Additionally, all ERCOT Market Participants are subject to oversight by the Public Utility Commission of Texas (PUCT). The PUCT administers the Public Utility Regulatory Act (PURA), and adopts and enforces rules pursuant to the authority granted in PURA. The

PUCT also has oversight and enforcement authority over the ERCOT Protocols, Operating Guides, and Other Binding Documents. The PUCT has contracts with an Independent Market Monitor (16 T.A.C. §25.365) and a Reliability Monitor (16 T.A.C. §25.503) to assist with oversight and enforcement activities.

Appendix B RISK EXPOSURE AND TRANSACTION LIMITS

DME's energy supply, trading and risk management-related activities shall be segregated among a number of "risk books." A risk book is a way of classifying and tracking positions and transactions that have similar or directly related purposes so that value and risk can be measured in sufficient detail to support both risk control and transaction strategy decisions. The establishment and management of risk books enables the EMO to track costs and evaluate hedging effectiveness associated with specific parts of its energy portfolio. ~~focus on the optimization of individual risk consistent with the approved Hedge Plan.~~

B.1 Risk Books

Load Book
A Load Book captures all transactions (for prompt month or beyond) associated with hedging energy to serve city load.

Renewables Book
The Renewables Book captures the value of all transactions (for prompt month or beyond) associated with hedging long-term renewable energy positions.

~~**Optimization Book**~~
~~The Optimization Book captures opportunistic hedges (for prompt month or beyond) which are intended to lower the cost of power relative to established program goals and financial projections. Optimization trades require immediate execution of transactions if a stop is hit or a market reversal occurs. Such market condition must be reacted to immediately as delays associated with waiting for Risk Committee, Asst. GM or GM approval could cost rate-payers significant additional ECA charges and/or opportunity costs.~~

~~After hedge is placed, if positive MtM is realized and market is in fundamental or technical reversal, EMO will be authorized to "optimize" the original hedge. Such optimization trades are subject to the limitations contained in this Risk Policy and shall be conditional trades as specified in the Hedge Plan.~~

Congestion Book

The purpose of the Congestion Book is to track the purchase and sale of CRRs and associated financial instruments (see Section B.5.2 below), which are ~~purchased~~ traded in ERCOT auctions or in the ERCOT Day Ahead Market and used to hedge against transmission congestion risk.

DEC Book
The DEC Book includes hedge transactions (for prompt month or beyond) associated with the Denton Energy Center.

DEC Gas Book
The DEC Gas Book includes hedge transactions (for prompt month or beyond) associated with the Denton Energy Center's fuel costs.

Cash Book
The Cash Book captures physical and financial hedges with a duration of less than one month.

Large Load Book
The Large Load Book captures all the transaction associated with hedging DME's large load customers for prompt month and beyond.

Ancillary Services Book
The Ancillary Services book includes hedge transactions associated with hedging the cost of its natural short ERCOT ancillary services obligation.

EMO Wholesale Book
The EMO Wholesale Book is used to consolidate all external trades into a single book prior to being assigned to resource books.

B.2 Risk Exposure Limits

An essential control element in the management of market risk is the development and adherence to an appropriate limit structure. A well-designed limit structure helps ensure DME does not assume greater aggregate risk than intended and helps ensure that risk taking at the transaction strategy level is appropriate at various levels of aggregation (e.g., by commodity, delivery period, strategy, etc.).

The primary forms of limits listed below shall be applied to DME's energy management activity:

Rates at Risk – Rates at Risk ("RaR") is a form of Cash Flow at Risk (CFaR) measurement. RaR limits will be set to limit the amount of uncertainty in future rates over the immediately upcoming 12 to 36-month period. If uncertainty in future rate requirements

is higher than DME's risk tolerance, DME will consider hedging or implementing other risk management strategies to reduce the potential need for unforeseen rate increases and/or deterioration of DME's financial condition.

Value at Risk –Value at Risk ("VaR") limits will be set to limit the potential loss in value of the portfolio.

Notional/Volumetric –To augment RaR and VaR limits, notional limits and/or volumetric limits will be established. Notional limits are specified based on transaction or strategy dollar amount (i.e., contract or strategy volume x price). Volumetric limits are specified based on volume (e.g., MW, MWH, MMBTU, etc.). This provides a concrete limit to account for uncertainties in risk measurement and human judgment capabilities. Other volumetric limits may be established in relation to specific risks not captured by RaR or VaR.

ERCOT – Implementation of the ERCOT Real Time Market (RTM) and Day Ahead Markets (DAM) require daily attention to Available Credit Limits (ACL) and forward liability calculations. The Back Office shall actively monitor and communicate any changes affecting current credit positions.

Stop Loss –Stop loss limits are set, such that, if an individual position or strategy (or a hedge transaction or strategy which has become ineffective, including optimization trades) is performing adversely and approaches a predetermined level of losses, the position or strategy must be liquidated or completely hedged to prevent further loss.

B.3 Portfolio Risk Exposure Limits

Because ERCOT is responsible for ensuring physical reliability of the grid, DME's efforts focus primarily on managing the rate impact of price volatility risk of its portfolio. For the purposes of managing this risk, DME will assume an average consumer risk tolerance (CRT) equivalent to 1 cent per kWh of load over a rolling 12-month period. For the avoidance of doubt, under the current DME rate structure, the CRT applies to the total average cost per kWh on an annual average basis for the residential class. A CRT in excess of 1 cent per kWh outside the 12-month rolling average will be reported to the RMC as soon as it becomes known to DME.

Hedging is DME's primary method for reducing market price volatility risk, either by locking in or limiting the amount of variation of a future market price. The "downside" of hedging is that it not only reduces the chances of incurring higher costs than expected, it also reduces the chances of lower-than-expected energy costs, and correspondingly lower electric rates.

DME uses an "at Risk"[2] methodology to estimate, at a 95% confidence level, the amount of an electric rate increase that could occur due to changes in market conditions such as volumetric risk associated with its renewable resources, ERCOT day-ahead and real time market price volatility, gas price volatility, nodal price congestion, price correlations and credit risk.

If DME's estimate of a rate increase, at a 95% confidence level, exceeds the CRT threshold by 25%, DME will meet and confer with the RMC within 2 weeks, and with the City Council and PUB as noted in the table below within 30 days after meeting with the RMC, to discuss alternatives for implementing additional hedging strategies to bring the level of possible price volatility back inside the CRT threshold. No particular portfolio action is required, making this notification requirement very different from a trading limit.

"At Risk" limits for the total portfolio are:

	RMC Notification	**Council / PUB Notification**
Rolling 12 months (in aggregate)	$15.0 million	$19.0 million

B.4 Open Position Management

DME's primary objective is to protect against risks inherent in its portfolio, such as exposure to price volatility and from variability in supply and demand. DME plans to execute hedging transactions relatively evenly over time, to diversify timing risk (similar to dollar cost averaging) and does not speculate[3]. Market transactions shall be executed as a result of strategies designed to maintain the net open position (the gap between expected demand and committed supply) within tolerances which are consistent with current hedging strategies. The resultant net open position shall be updated to reflect the new hedging transactions as soon as practical, but generally no later than the next business day.

The hedge plan provides targets for hedging action of the DME's loads, renewable resources and the Denton Energy Center as a function of time for the next three years.

[2] The "at Risk" metric DME will use is based on a "Rates at Risk" (RaR) methodology, which refers to the statistical dollar amount that can be lost on the net open position of a portfolio over a specific time horizon and with a given confidence interval. DME's RaR methodology accounts for the increasing potential distribution of prices as time passes, as well as the expiration of the positions in the portfolio with the passage of time. The result is the estimation of loss, at the specified confidence level, assuming that the portfolio remains constant over time until all positions within it have expired.

[3] The US Commodity Futures Trading Commission defines a speculator as "a trader who does not hedge, but who trades with the objective of achieving profits through the successful anticipation of price movements" (CFTC Glossary: A guide to the language of the futures industry).

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B.5 Transaction Limits

Another vital control element in the management of energy risk is the development and adherence to transaction limits. Transaction limits ensure the energy portfolio management function is prudent, deliberate, and controlled at various levels of position aggregation and transaction duration. Transaction limits are established in consideration of overall portfolio strategies, market conditions and risk tolerance levels and include the following principles:

- DME personnel involved with its energy management activity are authorized to execute any intra-day or day-ahead transaction which is necessary to mitigate market and financial risk exposure to DME customer/owners.
- Speculative transactions are those transactions not intended for hedging purposes and are strictly prohibited. For the avoidance of doubt, Optimization Trades as described in the Hedge Plan, are not classified as speculative transactions. All transactions shall either reduce risks or be risk neutral to DME customers.
- No transaction may be executed for which DME does not have adequate systems or analytical methods to track, record, value, or analyze the incremental cash flow and risk.
- Any single transaction for a term greater than three years must be approved by the RMC prior to execution.
- Scheduling of loads and resources, along with corresponding bid or offer prices associated with ERCOT Day Ahead Market (DAM), ERCOT Real Time Market (RTM) or ERCOT Supplementary Ancillary Services (SASM) Market are not subject to this Risk Policy or to the limits outlined below and do not require prior RMC approval.

All executed transactions must be recorded and captured in DME's ETRM system of record. Further, all transactions may be conducted on recorded phone lines, electronic trading platforms, or other media that can be recorded and documented. Confirmations of transactions will be compared with the ETRM transaction records by Middle Office, verified and executed by Middle Office personnel. Confirmations for transactions with ERCOT are evidenced through the ERCOT Settlement Summary statement.

The following tables outline the transaction authorization limits established for DME personnel involved with its energy management activity when executing transactions. Those personnel are permitted to execute transactions up to their designated limits or up to the limits of the roles they supervise. They may also execute transactions on behalf of someone having the required authority. Only the Approved Transaction Types listed in Appendix D may be executed unless otherwise approved by the RMC.

B.5.1 Bilateral or Financial Power Transaction Limits

Title	Term	Lead Time	Transaction Size (MW)	Cumulative Volume Limits (MWh)
City Council	No Limit	No Limit	No Max	No limit
City Manager or RMC	≤ ~~5~~ 8 Year	≤ 7 Years	300	10,000,000 per 5 Full Calendar Years rolling average
DME General Manager	≤ ~~4~~ 7 Year	≤ 5 Years	150	8,000,000 per 5 Full Calendar Years rolling average
~~Assistant General Manager or~~ Executive Manager Power Supply	≤ ~~3~~ 4 Years	≤ 4 Years	100	16,000,000 per 3 Full Calendar Years or 36-month rolling average
EMO Division Manager ~~Energy Market Manager~~QSE Manager ~~Portfolio~~ Trading Optimization Manager Senior Energy Trading Analyst	≤ ~~12~~ 24 Month	≤ 24 Months	100	24,000,000 per 36 month rolling average
~~Market Operations Lead~~Energy Market Analyst Senior Energy Market Analyst	≤ ~~3~~ 6 Month	≤ 24 Month	50	6,000,000 per month
Senior ~~Market Operator~~RT Trader ~~Market Operator~~RT Trader	≤ ~~1~~ 2 Month	≤ 2 Month	150	1,250,000 per week

Notes:

- Transaction Size Limits represent MW volume per hour.
- Lead time represents the time period from the date a trade is executed to the start of delivery.
- Authorized products include electric power, including both physical and financial derivatives[4], as well as ancillary services. Financial derivatives may be over the counter Electric Power Futures, Heat Rates and Options on Electric Power and CRRs or Exchange Traded Products.

[4] As used here, a derivative is a contract that derives its value from the performance of an underlying asset or index.

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- Authorization for approval of these transactions may be delegated. If transaction authority is delegated downward, volumetric limit applies to approving authority.

B.5.2 Congestion Management Transaction Limits

Title	Auction Type	CRR Auction Period	Approved Instruments	Time Period	Source/Sink Combinations
DME General Manager	Annual & Monthly	Any month or TOU offered by ERCOT (5 years)	CRR	Time of Use	All ERCOT Resource Nodes, all ERCOT Hubs and Load Zones
~~Assistant General Manager or~~ Executive Manager Power Supply	Annual & Monthly	Any month or TOU block offered by ERCOT (SEQ 6 or less)	CRR	Time of Use	Conventional Resource Nodes, Primary Hub and Load Zone
EMO Division Manager ~~Portfolio~~ Trading Optimization Manager ~~Energy market Manager~~Manager – Analytics and Transmission	Annual & Monthly Daily	Any month or TOU block offered by ERCOT (SEQ 3 or less) N/A	CRR Point to Point Obligations/Options	Time of Use Hourly	Conventional Resource Nodes, Primary Hub and Load Zone
~~Energy Market Manager~~QSE Manager Senior Energy Market Analyst Sr ERCOT Transmission Analyst	Monthly Daily	Any month or TOU block offered by ERCOT (Monthly Auction) N/A	CRR Point to Point Obligations/Options	Time of Use Hourly	Conventional Resource Nodes, Primary Hub and Load Zone
Senior ~~Market Operators~~RT Trader	Daily	N/A	Point to Point Obligations/Options	Hourly	Conventional Resource Nodes, Primary Hub and Load Zone

RT Trader					

Notes:

- Annual CRR auctions occur monthly for successive 6-month periods (called "sequences" or SEQ) with progressively increasing amounts of transmission capacity available for purchase in each sequence. A copy of the current CRR Activity Calendar which shows key dates associated with each Monthly and Annual CRR auction at http://ercot.com/mktinfo/crr
- Monthly CRR auctions end about 2 weeks before the CRR effective start date
- Conventional Resource Nodes include Denton Energy Center, White Tail & Santa Rita Wind Farms, Blue Bell Solar Farm and resource nodes or ERCOT Hubs associated with fully executed PPAs
- Primary ERCOT Hub is “North Hub”
- Primary ERCOT Load Zone is “Load Zone North”
- The purchase of CRRs for each Source/Sink pair from all ERCOT auctions is limited to the nameplate rating of the generator for City-owned resources or the contract capacity rating for PPAs.

A Congestion Revenue Right (CRR) is a financial instrument that results in a charge or a payment to the owner, when the ERCOT transmission grid is congested in the Day Ahead Market (DAM). DME uses CRRs as a financial hedge to lock in the price of congestion at the purchase price of the CRR. DME also hedges congestion in ERCOT’s Real-Time market by buying CRR-like instruments called Point to Point (PTP) Obligations.

The main purposes of the ERCOT CRR market are to:

- Support a liquid energy market by providing tradable financial instruments for the hedging of transmission congestion charges
- Allow market participants to eliminate or greatly reduce the cost uncertainties resulting from transmission congestion charges
- Encourage competitive energy trading, where the costs of congestion might otherwise be an impediment

DME’s primary objective for hedging congestion risk is to mitigate potentially adverse financial consequences from uncertain price differences caused by transmission congestion between the location where it consumes power (ERCOT LZ_North), the locations where it purchases power on a forward basis (EROTT North Hub), and the ERCOT nodes associated with its resources (Denton Energy Center, ~~White Tail~~Blue Summit & Santa Rita Wind farms, Blue Bell and Longdraw solar farms and future renewable resources).

DME is exposed to transmission congestion risk for all amounts of energy forecasted to be consumed in the ERCOT North Load Zone, and energy that could potentially be produced at their respective resource nodes. By default, ERCOT charges all DME load for energy, along with any congestion, in the Real Time Market ("RT"). DME mitigates congestion risk with congestion hedges using Congestion Revenue Rights (CRRs).



Figure 1

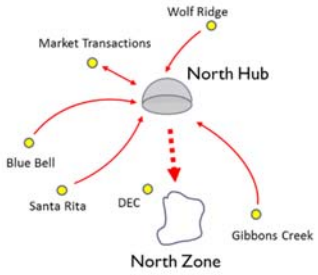


Figure 2

DME hedges congestion risk between each resource and ERCOT's North Hub location, and between North Hub and North Load Zone, by participating in ERCOT's annual and monthly auctions, layering in CRR purchases for up to 3 years into the future. The North Hub is also used as a delivery point for bilateral trades (for liquidity purposes)

Consistent with DME's approach to hedging energy, DME seeks to acquire CRRs at steadily increasing amounts roughly corresponding to Auction Capacity Percentages, to diversify timing risk, similar to dollar cost averaging, and does not use event-driven trading to time the market, trading in and out of positions. DME employs a tiered approach in ERCOT's annual and monthly auctions[5].

[5] ~~In practice, this "buy as much as possible as early as possible" strategy means DME includes low bids for the full amount of remaining CRRs needed in each auction to maximize the chances of capturing low clearing prices while at the same time preventing credit collateral requirements from becoming unnecessarily high.~~

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B.5.3 Physical or Financial Natural Gas Transaction Limits

Title	Term	Lead Time	Transaction Size (MMBTU)
City Council	No Limit	No Limit	No Max
City Manager or RMC	≤ ~~3~~ 8 Years	≤ 5 Years	246,000,000 per 36 month rolling average
DME General Manager	≤ ~~3~~ 7 Years	≤ 5 Years	200,000,000 per 36 month rolling average
~~Assistant General Manager or~~ Executive Manager Power Supply	≤ ~~3~~ 4 Years	≤ 5 Years	150,000,000 per 24 month rolling average
EMO Division Manager ~~Energy Market Manager~~QSE Manager ~~Portfolio~~ Trading Optimization Manager Senior Energy Trading Analyst	≤ ~~12~~ 24 Months	≤ 36 Months	50,000,000 per 3 month rolling average
Energy Market Analyst Senior Energy Market Analyst	≤ ~~3~~ 6 Months	≤ 24 Months	2,000,000 per month
Senior ~~Energy Market Operator~~RT Trader ~~Energy Market Operator~~RT Trader	≤ ~~1~~ 2 Month	≤ 2 Months	N/A

Notes:

- Natural Gas transactions limited to the following locations: Henry hub or locations within Texas which are physically or financially correlated to DME energy costs
    - Authorized products include natural gas, including both physical and financial derivatives. Financial derivatives may be over the counter Gas Futures and Options or Exchange Traded Products

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B.5.4 Renewable Energy Credit ("REC") Transaction Limits

	Per Transaction Limits (up to)		
Title	Vintage	Volume	$/REC
City Council	No Limit	No Limit	No Max
City Manager	≤ 5 Years	9,500,000	No Max
DME General Manager	≤ 3 Year	5,750,000	No Max
Executive Manager Power Supply~~Assistant General Manager~~	≤ 3 Years	5,750,000	No Max
~~Manager, EMO~~EMO Division Manager ~~Market Operations Manager~~QSE Manager ~~Energy Analytics Manager~~Trading Optimization Manager	≤ 2 Years	3,750,000	No Max

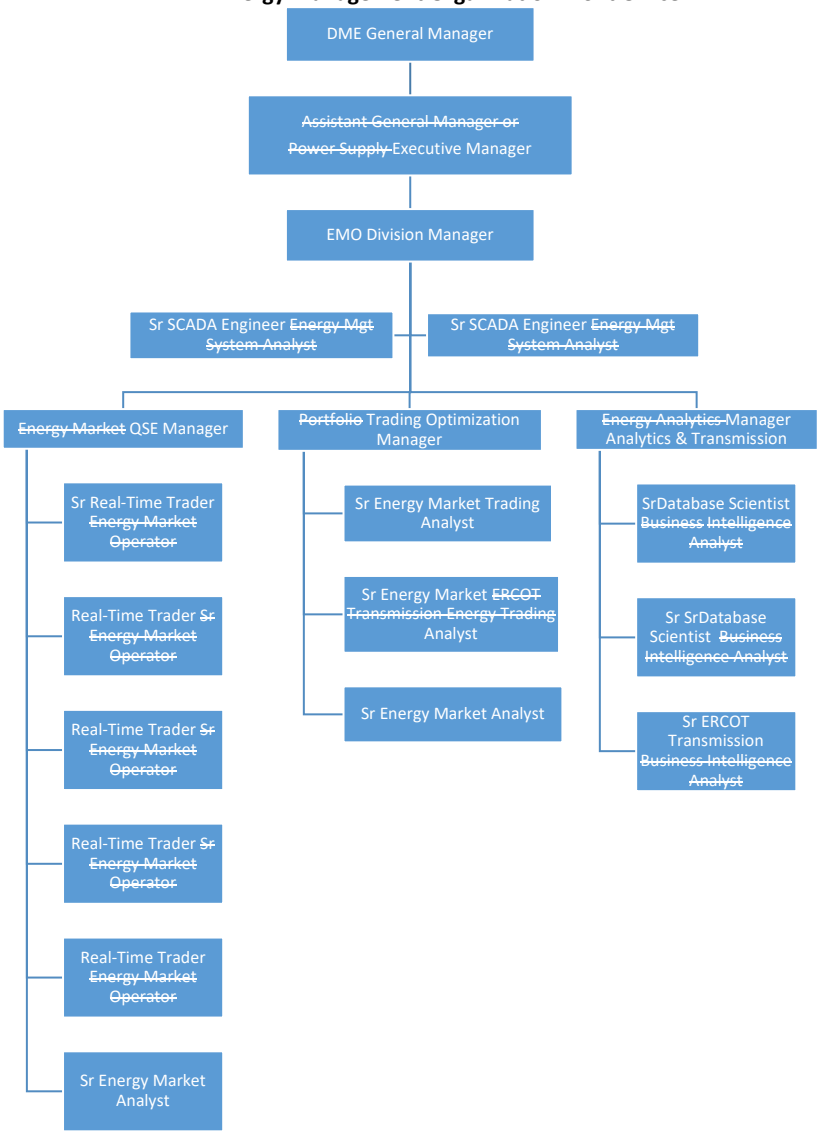
B.5.5 Ancillary Services Transaction Limits

Title	Term	Lead Time	Transaction Size (MW)	Cumulative Volume Limits (MWh)
City Council	No Limit	No Limit	No Max	No limit
City Manager or RMC	< 8 Year	< 7 Years	150	5,000,000 per 5 Full Calendar Years rolling average
DME General Manager	< 7 Year	< 5 Years	75	4,000,000 per 5 Full Calendar Years rolling average
Executive Manager Power Supply	< 4 Years	< 4 Years	50	8,000,000 per 3 Full Calendar Years or 36-month rolling average

EMO Division Manager QSE Manager Trading Optimization Manager Sr Energy Trading Analyst	< 24 Month	< 36 Months	25	4,000,000 per 36 month rolling average
~~Market Operations Lead~~Energy Market Analyst Senior Energy Market Analyst	< 4 Month	< 24 Month	10	50,000 per month
Senior RT Trader RT Trader	< 2 Month	< 2 Month	150	25,000 per week

Appendix C ORGANIZATIONAL STRUCTURE

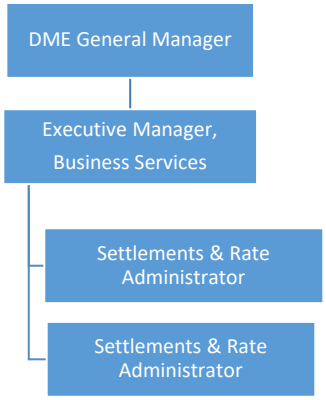
Energy Management Organization Front Office



Energy Management Organization Middle Office



Energy Management Organization Back Office



Appendix D APPROVED TRANSACTION TYPES

Products allowed for energy management activities include the purchase and sale of electric energy, ancillary services, natural gas and ERCOT Congestion Revenue Rights/Point to Point Obligations. The purchase and sale of Renewable Energy Credits are also allowed as needed to meet Denton Renewable Energy Plan goals. The City Council is responsible for authorizing all products and commodity types through this Policy.

All transactions must follow certain requirements as described throughout this Policy. Key elements include:

- All transactions must be executed to by authorized transacting personnel
- All transactions must be with approved counterparties and/or commodity exchanges
- All transactions must be with counterparties with adequate available credit or fully collateralized
- All transactions must be committed over recorded phone lines or via recordable electronic communications
- All transactions must be approved transaction types
- All transactions must be consistent with this Policy and the EMO Procedures Manual

Failure to observe the above minimum requirements when executing energy transaction is a violation of Policy and is subject to disciplinary action.

~~AURTHORIZED~~AUTHORIZED MARKETS

DME may only execute transactions to buy or sell energy-related products after some type of enabling agreement has been signed with a counterparty or commodity exchange. In approving ~~DME's Energy Risk~~this Policy, the City Council has authorized the City Manager, or their~~his~~ designee, to sign such agreements.

Examples of markets where DME is currently authorized to transact include:

- Intercontinental Exchange (ICE)
  - ERCOT Physical and Financial Power
  - Natural Gas futures

- Bilateral markets with approved counterparties
    - Physical Natural Gas at locations within Texas and Oklahoma to support fuel purchases for the Denton Energy Center and DME's energy portfolio
    - Physical and Financial Power
- ERCOT
    - Day Ahead Market
    - Real Time Market
    - Ancillary Services Market
    - Congestion Management Auctions and Markets

AUTHORIZED POWER TRANSACTIONS

Power transactions shall be limited to delivery or exposure to power within ERCOT. Before executing any of the following hedges FOR THE FIRST TIME, DME will provide notification to the Risk Committee, along with an explanation of the risks and benefits of expanding our use of hedging instruments.

1. Physical
    a. Fixed-price & Index-price purchases and sales to third parties or between internal DME risk books.
    b. Call & Put Options (e.g., fixed & indexed, hourly, Time of Use, daily monthly, annually)
    c. Ancillary services

2. Financial
    a. Fixed-price & Index-price purchases and sales
    b. Exchange traded, bilateral or OTC Call or Put options[6]
    c. Ancillary Services
    d. ERCOT Congestion Revenue Rights (CRRs), Point to Point Obligations (PTPs) and other similar congestion management transactions.

AUTHORIZED NATURAL GAS TRANSACTIONS

Natural Gas transactions shall be limited to Henry Hub or a location within Texas or Oklahoma to support commodity exposure for DME's energy portfolio. Before executing any of the

[6] For example, fixed & indexed, hourly, Time of Use, daily monthly, annual options

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following hedges FOR THE FIRST TIME, DME will provide notification to the Risk Committee, along with an explanation of the risks and benefits of expanding our use of hedging instruments.

1. Physical Gas which may be needed to support operation of the Denton Energy Center
    a. Fixed and index price Natural Gas commodity
    b. Fixed and index price Natural Gas transportation
    c. Fixed and index price Natural Gas storage
2. Financial
    a. Exchange traded, bilateral or cleared futures and Exchange or OTC swaps
    b. Exchange traded, bilateral or cleared and or OTC Call or Put options[7]
    c. Index options

OTHER AUTHORIZED ENERGY-RELATED COMMODITY TRANSACTIONS

1. Tolling agreements[8] for use as a vehicle for executing the physical power and gas options mentioned above. They shall be structured as financially settled transactions using the Day-Ahead and real-time ERCOT settlement price.
2. Structured transactions[9]

3. Physical Renewable Energy Credits (RECs) including two prior vintage years and all forward years up to the tenor of vintage limits set in the table under section B.5.4 above.

4. Energy broker agreements - contracts used with energy brokers, who act as intermediaries connecting DME with energy suppliers who have existing master enabling agreements with DME to buy or sell energy or RECs . These agreements outline the services the broker will provide as well as the associated fees and obligations.

[7] Ibid.
[8] Tolling agreements are contracts where DME would essentially "rent" a power generation facility from its owner, paying a set fee to utilize the facility to convert fuel into electricity while retaining control over the operation and dispatch of the power generated.
[9] Structured contracts go beyond standard market contracts like futures and swaps and are tailored to address the specific risk profiles of the buyer and seller. They typically involve transactions where the quantity, duration or time periods do not line up with transactions regularly traded in over the counter markets or on commodity exchanges.

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Appendix E FORWARD HEDGING STRATEGIES AND PLANS

Successful management of the price and volumetric risks faced by DME requires analysis, monitoring, and communication. Analysis of published weather forecasts and market price data serve as key inputs to models used for planning and ensures that the appropriate data is converted into useful information. Consistent with market risk policies defined herein and the risk limits defined in Appendix A, DME, in concert with the RMC, develops annual hedging strategies with underlying hedging plans as a means to manage the volumetric and price risks faced by the utility. A review of the status of current hedging plans will typically be a topic of discussion at RMC meetings.

~~During the second quarter of the Fiscal Year~~Upon substantial edits, DME shall submit a confidential updated Hedging Strategy to the RMC for managing the key components of its energy portfolio (load, renewables, congestion risk and the DEC) for the upcoming three (3) full calendar years. Due to the complexity of the wholesale energy markets and the energy regulatory environment, the Hedging Strategy may require several iterations to the Hedging during each year due to market conditions. The RMC shall provide an update of its current Hedging Strategy to the PUB and Council as soon as practical after it has been approved. The Hedge Plan is a confidential strategy document and, if requested, will be presented to the PUB and City Council in closed session.

Commented [ML2]: I went with the substantial edits language here too. Let me know if you are okay with that.

Each Hedging Plan will:

- Cover a clearly specified forward time period.
- Explain the justification for the hedge (a general description of the resource mix and load that contribute to the open position for the specified time period, along with the Open Position tolerances for the specified forward time period).
- Define a volumetric limit for hedge purchases and sales.
- Document transaction types expected to be used to carry out the Hedging Plan.
- Proposed price triggers that will enable hedging activity within the Hedging Plan's limits.

DME may, at any time, request that the RMC consider changes to the current Hedging Strategy or to an individual Hedging Plan. Any approved changes to the Hedging Strategy or Hedging Plan shall be recorded in the RMC meeting minutes and an updated written Hedging Strategy or Hedging Plan document will be prepared as soon as practical incorporating such changes. All hedge strategy documents shall be confidential and not subject to the open record requirements due to the proprietary and commercial sensitivity of the plans. If it becomes apparent to DME management that additional transactions to reshape expected monthly forward positions are necessary given changes in generation forecasts, market

conditions, and load forecasts, the DME General Manager may direct EMO staff to enter into and execute such transactions to rebalance the forward position. These transactions will be discussed in RMC meetings ahead of time if conditions allow or reported after the fact and documented in the minutes of the next RMC meeting. Changes to the Hedge Plan outside the annual review and approval of the Energy Risk Policy does not require approval of the PUB and City Council. However, all transactions undertaken will still comply with the authority limits contained in this Energy Risk Policy.

Appendix F 2024 -2025 DME HEDGE PLAN

Hedge Plan Overview

The management of price and volume risk associated with the obligation to provide reliable, economically priced wholesale electric energy to the customers of Denton Municipal Energy ("DME") is one of the main responsibilities of DME. This responsibility is both a short term and long-term activity. Understanding the potential risks and their impacts along with executing hedging transactions (trades) that reduce or eliminate price risk while providing stable and predictable wholesale energy costs is the objective of the Hedge Plan.

The Hedge plan is a high-level summary and a tactical plan for managing the risks associated with the provision of energy and ancillary services required to meet the demands of the City of Denton, its residents and its businesses. Because the Hedge Plan lays out the specific risks and the plans to manage those risks into the future, it is a confidential document containing market sensitive information and is protected pursuant to Texas Government Code Section 551.086. The Hedge plan is however a component of the DME Risk Policy, and this summary is included to describe the purpose and methods that will be utilized by the EMO to remove risk from the power supply portfolio.

The Hedge Plan does not provide a comprehensive description of the day-to-day activities of the EMO, but rather provides a description of the risk reduction transactions that will be authorized for the EMO to execute. The intra-day optimization of positions for the benefit of customers and the required scheduling and interaction with ERCOT in its role as the transmission reliability entity of Texas will continue to be the primary focus of the EMO.

The uncertainty of load and renewable energy generation at any specific point in time coupled with the changing price for power at each delivery point (generation and load) every five minutes and the variability of natural gas price for the DEC make a single algorithm to determine hedge actions impossible. Consequently, DME will seek to de-risk the supply and demand component of its positions by looking at each position independently. Maximizing value and minimizing price risk to customers for each position is manageable and quantifiable and as such the Hedge Plan will be executed on a position-by-position basis. The main positions include Load; Renewable Energy Generation and associated basis or congestion positions; and the Denton Energy Center Position.

This Hedge Plan sets forth the types of risk-reducing transactions that are recommended, along with the execution and optimization strategies that will be employed by DME through the EMO department. All recommendations are based upon the risk positions that DME owns and their relative risk is the current forward markets. Forward markets change daily and on an intraday

basis and the Hedge Plan is intended to permit sufficient flexibility to the EMO personnel, consistent with the Risk Management Policy, to react to these market changes. However, the Hedge Plan sets specific targeted volumes for hedging each position by certain dates and with an objective for each set of trades entered into to reduce risk. The DME middle office will monitor compliance with the mandated activities in the Hedge Plan and will report on the compliance status on a daily basis to the front office and DME management. Any violations of limits or requirements in the Hedge plan and Risk Policy will be reported to the Risk Committee along with any recommended mitigation and disciplinary action if required.

Appendix G NEW PRODUCT/MARKET INSTRUMENT APPROVAL CHECKLIST

Checklist Items	Primary Accountability
Benefits	
Identify and describe the benefits of using the new product	Front Office
Risk	
Understand and document the payoff profile of the new product	Front Office
Identify and analyze credit risk of new product	Middle Office
Develop methodology for measuring credit risk of new product (mark-to-market, potential exposure, stress exposure.	Middle Office
Identify prospective counterparties for new product/instrument and determine credit suitability.	Front Office & Middle Office
Approve new product valuation methodology.	Middle Office
Determine if staff, systems, and management skill sets are sufficient for valuing and transacting new product.	Middle Office
Determine physical disposal or financial settlement requirements.	Front Office & Back Office
Determine stress test requirements for new product.	Middle Office
Define how stress testing must be performed (frequency, scope, independent source).	Middle Office
Financial	
Define the capital requirements (exchange margin or collateral) of the new product.	Front Office & Middle Office
Determine contract documentation required.	Front Office & Middle Office
Accounting, Tax, and Regulations	
Identify applicable U.S. and local regulatory restrictions for new product.	Back Office/City Finance
Determine regulatory compliance requirements, if any, for new product.	Middle Office & Back Office/City Finance

Review accounting policies and approve proposed treatment.	Back Office/City Finance
Determine audit requirements.	Back Office/City Finance
Consider tax consequences of new product.	Back Office/City Finance
Policy	
Verify counterparty authority to enter into contract for new product.	Middle Office
Develop and implement monitoring and review procedures to ensure Policy compliance.	Middle Office
Define procedures and responsibilities for independent verification of positions and market valuation inputs (prices, and volatilities if applicable).	Middle Office
Determine impact on position/risk limits/hedge targets	Middle Office
Determine and define procedures for confirmation and reconciliation of new product.	Middle Office
Verify that all groups involved in new product transaction procedures can handle anticipated transaction volume.	Middle Office
Determine and define management reporting requirements.	Middle Office

Appendix H ENERGY RISK MANAGEMENT POLICY ACKNOWLEDGEMENT FORM

The purpose of this form is to confirm that City of Denton employees involved with the Energy Portfolio Management program have received, read, and understand DME's Energy Risk Management Policy and appendices, and the City of Denton policies regarding employee conduct.

Employee Name: _____

Title: _____

Department: _____

Supervisor: _____

My signature below confirms that I have received, read and understand DME's Energy Risk Management Policy and appendices, and the City of Denton policies regarding employee conduct. I understand that my violation of the Risk Policy may result in disciplinary action that may include termination of my employment with the City of Denton.

_____
Signature of Employee

_____
Date

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Capital Projects

ACM: Frank Dixon

DATE: March 3, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the city manager to execute an Interlocal Cooperation Agreement with Denton County, Texas for the City to provide utility relocations, inspections, and construction of a signal and roadway improvements along areas of Robson Ranch Road from IH 35 West to Cleveland Gibbs/Ed Robson Blvd in which the county agrees to reimburse the City an amount which shall not exceed $5,800,000.00; providing a repealer; and providing an effective date.

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

Continued development along Robson Ranch Road, between IH 35 West and Cleveland Gibbs/Ed Robson Boulevard, requires roadway improvements such as road widening and signal installation. Denton County has requested an Interlocal Cooperation Agreement (ICA) with the City of Denton to deliver these improvements. Under the agreement, Denton County will provide the completed design and $5.8 million in construction funding, while City staff will manage project delivery.

Planned upgrades include adding a traffic signal and expanding Robson Ranch Road at Cleveland Gibbs/Ed Robson Boulevard from four lanes to five, adding turn lanes and a deceleration lane for the Robson Ranch community entrance.

Additional upgrades requested by Denton County include improvements on the section of Robson Ranch Road from Sage Hawk to I-35 West, converting the area from a four-lane roadway to a four-lane roadway with turn lanes.

An ICA for $2,800,000.00, including roadway and signal improvements at Cleveland Gibbs/Ed Robson Road, was approved by City Council on December 16, 2025. Due to the added project scope between I-35 and Sage Hawk, and $3,000,000.00 in increased funds, agreement (ID 25-2223) was not executed. Approval of this ordinance will repeal and replace the previous agreement.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On December 16, 2025, the City of Denton approved adoption of an ordinance to execute an ICA (ID 25-2223) with Denton County in the not-to-exceed amount of $2,800,000.00 for construction of a signal and roadway widening at Cleveland Gibbs Road at Robson Ranch Road.

RECOMMENDATION
Approval of an ordinance to execute an ICA with Denton County in the not-to-exceed amount of $5.8 million.

ESTIMATED SCHEDULE OF PROJECT
This project will begin construction in Q3 2026 and be completed in Q1 2027.

FISCAL INFORMATION
The City project will be funded from account 360250402.1360.40100 and reimbursed through monthly invoices submitted to Denton County.

EXHIBITS
Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance and Interlocal Cooperation Agreement

Respectfully submitted:
Seth Garcia, PMP
Director of Capital Projects

For information concerning this acquisition, contact: Megan Davidson at 940-349-8111.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT WITH DENTON COUNTY, TEXAS FOR THE CITY TO PROVIDE UTILITY RELOCATIONS, INSPECTIONS, AND CONSTRUCTION OF A SIGNAL AND ROADWAY IMPROVEMENTS ALONG AREAS OF ROBSON RANCH ROAD FROM IH 35 WEST TO CLEVELAND GIBBS/ED ROBSON BLVD IN WHICH THE COUNTY AGREES TO REIMBURSE THE CITY AN AMOUNT WHICH SHALL NOT EXCEED $5,800,000.00; PROVIDING A REPEALER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Denton County (the "County") and the City of Denton (the "City") mutually desire to enter into an agreement to provide utility relocations, inspections, and construction of a signal and roadway widening at Cleveland Gibbs road at Robson Ranch Road and widening along Robson Ranch Road west of Sage Hawk to I-35W (the "Project"), located entirely in the municipal limits of the City and Denton County Commissioner Precinct #4; and

WHEREAS, the estimated cost of completion for the Project is Five Million Eight Hundred Thousand and no/100 Dollars ($5,800,000.00), with the County agreeing to contribute an amount which shall not exceed Five Million Eight Hundred Thousand and no/100 Dollars ($5,800,000.00), based on current available funding, toward satisfactory completion of the Project; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791 (the "Act"), provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and the County and the City hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the County and City value the timely completion of the Project which involves roads which are an integral part of the County's road system, and are undertaking the Project to facilitate safe travel on an improved roadway; 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 designated representative, is hereby authorized to execute the written contract 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 under 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 therefore in the amount and in accordance with the written contract attached hereto and incorporated herein as Exhibit A.

SECTION 5. This ordinance expressly repeals City of Denton Ordinance 25-2223 and any authority delegated to City staff thereunder is hereby repealed.

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:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At-Large Place 5	_____	_____	_____	_____
Jill Jester, At-Large Place 6	_____	_____	_____	_____

PASSED AND APPROVED this the _____day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:

_____
INGRID REX, CITY SECRETARY

APPROVED AS TO LEGAL FORM:

Marcella Lunn
_____
MACK REINWAND, CITY ATTORNEY

EXHIBIT "A"

Interlocal Cooperation Agreement

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY, TEXAS, AND THE CITY OF DENTON, TEXAS

THIS AGREEMENT is made, entered into and executed by and between Denton County, Texas ("the County"), a duly organized political subdivision of the State of Texas; and the City of Denton, Texas ("the City"), a duly organized political subdivision of the State of Texas. The County and the City are collectively referred to herein as "the Parties."

WHEREAS, the County and the City mutually desire to enter into this Agreement to provide utility relocations, inspections, and construction of a signal and roadway widening at Cleveland Gibbs Road at Robson Ranch Road and widening along Robson Ranch Road west of Sage Hawk to I-35W, located entirely in the municipal limits of the City and the Town of Northlake and Denton County Commissioner Precinct #4, hereinafter "the Project"; and

WHEREAS, the City is constructing the Project and the estimated cost of completion for the Project is FIVE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS ($5,800,000.00), with the County agreeing to contribute an amount which shall not exceed FIVE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS ($5,800,000.00), based on current available funding, toward satisfactory completion of the Project, and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, hereinafter "the Act," provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and the County and the City hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the County and the City value the timely completion of the Project which involves roads which are an integral part of the County's road system, and the Parties are undertaking the Project to facilitate safe travel on an improved roadway;

NOW, THEREFORE, this Agreement is hereby made and entered into by the County and the City upon and for the mutual consideration stated herein:

WITNESSETH:

I.

Pursuant to Texas Government Code §791.011, the County and the City hereby enter into this Agreement in order to perform certain governmental functions and services in the area of streets, roads, and drainage. The purpose of this Agreement is to provide a governmental function

or service that each party is authorized to perform individually, and in accordance with Section 791.011(d)(3) of the Act, the County is paying for the performance of governmental functions and services from current revenues available to the paying party.

II.

The County and the City hereby agree that the scope of the Project for the City shall be to provide utility relocations, inspections, and construction of a signal and roadway widening at Cleveland Gibbs Road at Robson Ranch Road and widening along Robson Ranch Road west of Sage Hawk to I-35W, at an estimated cost of FIVE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS ($5,800,000.00), with the County agreeing to contribute an amount which shall not exceed FIVE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS ($5,800,000.00), based on current available funding, toward satisfactory completion of the Project. The Project is located entirely within the municipal limits of the City and the Town of Northlake and Denton County Commissioner Precinct #4.

III.

The County hereby agrees to contribute an amount which shall not exceed FIVE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS ($5,800,000.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

IV.

The City agrees to provide all utility relocations, inspections, construction, and maintenance of the Project. The City shall timely provide the County with all invoices and requested documentation in an amount which shall not exceed FIVE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS ($5,800,000.00).

V.

This exchange of funding and in-kind services between the County and the City is deemed adequate consideration for the obligations exchanged by the Parties herein.

VI.

As the City proceeds with the completion of the Project, the City shall submit all invoices for reimbursement to the Denton County Auditor, Mr. Jeff May, 1 Courthouse Drive, Suite 2000, Denton, Texas 76208, c/o Mr. John Polster, Innovative Transportation Solutions, Inc., 2701 Valley View Lane, Farmers Branch, Texas 75234. The City shall submit invoices on a monthly basis, and the County shall reimburse the City on a pro rata basis for all approved expenses related to the Project

within thirty calendar days of receipt of an invoice from the City, provided that all expenditures are made in a manner which is consistent with the terms of this Agreement. Upon satisfactory completion of the Project, the County and the City shall prepare and complete a full audit of the Project.

VII.

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the City's representative below, the governing body of the City by the execution of and approval of this Agreement hereby approves of the expenditure of County money to finance the construction, improvement, maintenance, or repair of a street or alley in the County that is located in the City.

VIII.

This agreement may be terminated in whole, or in part, by the County or the City upon thirty days written notice to the other party. In the event of termination by the County, the County shall pay all approved invoices submitted up to and including the date of termination.

IX.

This Agreement represents the entire integrated agreement between the County and the City and supersedes all prior negotiations, representations, and agreements, either oral or written. This Agreement may be amended only by written instrument signed by both of the Parties. Notices shall be directed as follows:

For City:
Sara Hensley, City Manager
City of Denton, Texas
215 E. McKinney Street
Denton, Texas 76201

Copy To:
Ingrid Rex, Interim City Secretary
City of Denton, Texas
215 E. McKinney Street
Denton, Texas 76201

Copy To:
Mack Reinwand, City Attorney
City of Denton, Texas
215 E. McKinney Street
Denton, Texas 76201

For County:
Honorable Andy Eads, Denton County Judge
1 Courthouse Drive, Suite 3100
Denton, Texas 76208
andy.eads@dentoncounty.gov
holly.sadlowski@dentoncounty.gov

Copy To: Denton County District Attorney's Office - Civil Division
1450 East McKinney Street, Suite 3100
Denton, Texas 76209

X.

The covenants, terms, and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Denton County, Texas. The Parties mutually agree that venue for any obligation arising from this Agreement shall be in Denton County, Texas.

XI.

The City agrees and understands that the City, its employees, servants, agents or representatives shall at no time represent themselves to be employees, servants, agents or representatives of the County.

XII.

The City agrees to accept full responsibility for the acts, negligence and omissions of all City employees, agents, subcontractors or contract laborers and for all other persons doing work under a contract or agreement with the City.

XIII.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the City waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

XIV.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XV.

The undersigned officers and agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

XVI.

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed, and the term of this Agreement is for the life of the Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Executed this _____ day of _____, 2026.

DENTON COUNTY, TEXAS
1 Courthouse Drive, Suite 3100
Denton, Texas 76209

By: _____
Honorable Andy Eads
Denton County Judge
Acting by and on behalf of the authority
of the Denton County Commissioners Court

ATTEST:

By: _____
Denton County Clerk

CITY OF DENTON, TEXAS
215 E. McKinney Street
Denton, Texas 76201

By:_____
Sara Hensley
City Manager of the City of Denton, Texas
Acting by and on behalf of the authority
of the City of Denton, Texas

ATTEST:

By: _____
City Secretary

This agreement has been approved as to legal form

By: _____
City Attorney

This agreement has been both reviewed and approved as to operational and business terms

By: _____
Director of Development Services

COUNTY AUDITOR'S CERTIFICATE

I hereby certify funds are available to accomplish and pay the obligation of Denton County, Texas, under this Agreement.

_____
Denton County Auditor

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT

Denton County, Texas, acting by and through the Denton County Commissioners Court, hereby gives its specific written approval to the following Project, prior to beginning of the Project in satisfaction of Texas Government Code §791.014. The scope of the Project shall be to provide utility relocations, inspections, and construction of a signal and roadway widening at Cleveland Gibbs Road at Robson Ranch Road and widening along Robson Ranch Road west of Sage Hawk to I-35W, at an estimated cost of completion of FIVE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS ($5,800,000.00). The Project shall be located entirely within the municipal limits of the City of Denton and the Town of Northlake and Denton County Commissioner Precinct #4.

The County hereby agrees to contribute an amount which shall not exceed FIVE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS ($5,800,000.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

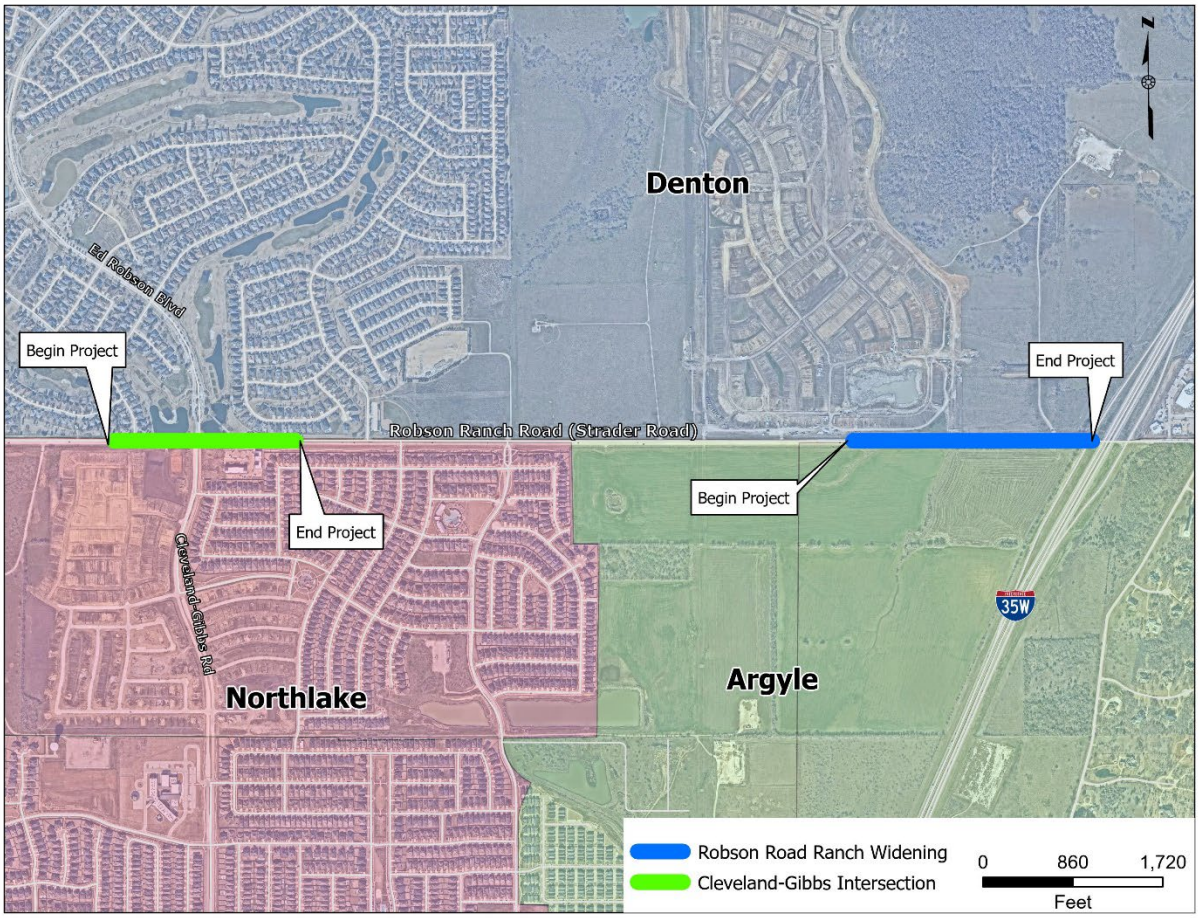
The local governments which requested the Project and with whom the Agreement is by and between are Denton County, Texas, and the City of Denton, Texas.

By vote on the date below, the Denton County Commissioners Court has approved the project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

Date: _____

By: _____
Presiding Officer of the Denton
County Commissioners Court

EXHIBIT A: PROJECT EXHIBIT



City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Parks and Recreation

ACM: Christine Taylor, Assistant City Manager

DATE: March 3, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute an Educational Experience agreement between the City of Denton and Texas Women's University (TWU) to provide facilities and opportunities at the Denton Senior Center to TWU students to support their acquisition of skills and knowledge related to their chosen field of study or occupation; authorizing the City Manager to perform all obligations of the City under the agreement and providing an effective date.

BACKGROUND

TWU's student placement programs, including internships, fellowships, practicums, capstones, and cooperative education (collectively the "Educational Experience") aim to offer practical learning opportunities for students using the resources and personnel of a host organization.

TWU's Nursing Department has launched a wellness program to enhance the Educational Experience of its nursing students through community engagement. Through this initiative TWU seeks to partner with the Denton Parks and Recreation Department to provide health resources to seniors at the Denton Senior Center. TWU nursing students will conduct health screenings and lead educational sessions on preventive care, chronic disease management, and overall wellness.

This agreement defines the Educational Experience between TWU and the Denton Senior Center as the host site. Through this partnership, the Denton Senior Center promotes healthy aging for individuals aged 50 and older while giving nursing students hands-on experience in community health.

OPTIONS

Approve or deny.

RECOMMENDATION

Staff recommends approval of the ordinance.

PRIOR ACTION/REVIEW

N/A

FISCAL INFORMATION

This is a non-financial agreement between TWU and the City of Denton. TWU provides academic courses to students and periodically desires to provide students in such courses with a hands-on Educational Experience, by utilizing resources, staff, facilities, patrons and personnel of the Host. The Student Placement Program is financially supported by the university.

OPERATIONAL IMPACT

Denton Senior Center is required to provide access to facilities and programs to students to support their acquisition of skills and knowledge related to their chosen field of study or occupation; this includes coordination with Education Experience Coordinator on potential opportunities, and the orientation and evaluation of students as it relates to assigned activities.

EXHIBITS

Exhibit 1- Agenda Information Sheet
Exhibit 2- Ordinance
Exhibit 3- Agreement

Respectfully submitted:
Allison Wing, Interim Director of Parks and Recreation

Prepared by:
Megan Thomas, Parks and Recreation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN EDUCATIONAL EXPERIENCE AGREEMENT BETWEEN THE CITY OF DENTON AND TEXAS WOMEN'S UNIVERSITY (TWU) TO PROVIDE FACILITIES AND OPPORTUNITIES AT THE DENTON SENIOR CENTER TO TWU STUDENTS TO SUPPORT THEIR ACQUISITION OF SKILLS AND KNOWLEDGE RELATED TO THEIR CHOSEN FIELD OF STUDY OR OCCUPATION; AUTHORIZING THE CITY MANAGER TO PERFORM ALL OBLIGATIONS OF THE CITY UNDER THE AGREEMENT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton (the "City") recognizes that Texas Women's University (TWU) provides academic courses to students including courses with hands-on experience

WHEREAS, TWU desires to provide students in certain courses with the hands-on experience of providing blood pressure and glucose screenings, a valuable service to the community and patrons at the Denton Senior Center; and

WHEREAS, the Educational Experience Agreement outlines the responsibilities for each cooperating party to ensure quality service to the senior center patrons; and

WHERAS, the Educational Experience Agreement will be effective from the time of execution until one year from the date of execution, at which point a new annual agreement will be signed by the City Manager or the designee; and

WHEREAS, the City of Denton City Council finds that it is the public interest to approve the Educational Experience Agreement; NOW, THEREFORE,

THE COUNCIL OF THE CITY DENTON HEREBY ORDAINS:

SECTION 1. The City of Denton City Council finds that the recitations contained in the preamble of this ordinance are incorporated herein by reference as true and as if fully set forth in the body of this ordinance.

SECTION 2. The City Manager, or designee, is further authorized to execute on behalf of the City the Educational Experience Agreement, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes.

SECTION 3. The City Manager, or designee, is further authorized to carry out all duties and obligations to be performed by the City under the Agreement.

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 _____; the ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

Educational Experience Agreement

This Educational Experience Agreement (the "Agreement") is entered into between Texas Woman's University ("TWU"), an institution of higher learning located in the State of Texas and the City of Denton Parks and Recreation Department at the **Denton Senior Center** (the "Host") located in the State of Texas**.**

1. PURPOSE.

1.1 This Agreement applies to TWU's Student placement programs, which include: internships, fellowships, field placements, fieldwork experiences, practicums, capstones, and cooperative education (co-op) programs (collectively the "Educational Experience").

1.2 TWU provides academic courses to Students and periodically desires to provide Students in such courses with a hands-on Educational Experience, by utilizing resources, staff, facilities, patrons and personnel of the Host. This Agreement provides the parameters for the Educational Experience between TWU and the Host.

2. GENERAL CONSIDERATIONS.

2.1 Governing Law: This agreement and all of the rights and obligations of the Parties thereto and all of the terms and conditions thereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without giving effect to any choice of law rules which would refer the matter to the laws of another jurisdiction.

2.2 This Agreement is effective upon execution by both Parties and will be in effect for: **one (1) year**. This Agreement may be terminated by TWU or the Host for any reason and at any time, by providing ninety (90) days advance written notice to the other Party. Should notice of termination be given under this Section, Students already scheduled to train at Host shall be permitted to complete any previously scheduled or active assignment with Host.

2.3 Neither TWU or the Host will be compensated or otherwise exchange compensation for this agreement.

This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between TWU and the Host; but rather is an agreement by and among two independent contractors. TWU and Host shall operate under this agreement as independent contractors. TWU shall have exclusive control of and the exclusive right to control the details of the Educational Experience and hands-on training provided to each student. TWU shall be solely responsible for the acts and omissions of its agents, officers, students, employees, contractors and subcontractors. The doctrine of respondeat superior shall not apply between Host and TWU, its agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint venture between TWU and Host. No more than 10 students once a week will utilize the facility provided by Host for the Educational Experience as part of TWU's academic curriculum. The students will provide free blood pressure and glucose screenings to patrons of the Denton Senior Center. To the extent allowed under state and/or federal law, neither the Host nor TWU is required to provide worker's compensation

coverage for the Students participating in an Educational Experience. Students will not be paid for participating in the Educational Experience.

2.4 The blood pressure and glucose screenings shall be performed in accordance with the reasonable and professional standard of care exercised by professionals performing similar work and shall comply in all aspects with all applicable local, state and federal laws and with all applicable rules and regulations promulgated by the local, state and national boards, bureaus and agencies.

2.5 General Indemnification

- LIABILITY. Only to the extent permitted by the Constitution and the laws of the State of Texas, and without waiving any immunities or defenses to which it is entitled, TWU shall be liable and responsible for any and all property loss, property damage and/ or personal injury, including death, to any and all persons, of any kind or character, to the extent caused by the act(s), errors, or omission(s), malfeasance or intentional misconduct of TWU, its officers, agents, servants, students or employees.

- GENERAL INDEMNIFICATION. ONLY TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, AND WITHOUT WAIVING ANY IMMUNITIES OR DEFENSES TO WHICH IT IS ENTITLED, TWU COVENANTS AND AGREES TO AND DOES HEREBY INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, HOST FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, ACTIONS, CAUSES OF ACTION, LIENS, LOSSES, EXPENSES, COSTS, FEES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY' S FEES AND COSTS OF DEFENSE), PROCEEDINGS, DEMANDS, DAMAGES, LIABILITIES, AND/ OR SUITS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY LOSS (INCLUDING, BUT NOT LIMITED TO, WORKERS' COMPENSATION ACT LIABILITY, LOST PROFITS, AND PROPERTY DAMAGE) AND/ OR PERSONAL INJURY (INCLUDING, BUT NOT LIMITED TO, DEATH) TO ANY AND ALL PERSONS, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR RESULTING FROM ANY ACTS, ERRORS, OR OMMISSIONS OF TWU AND/ OR AGENTS, EMPLOYEES, DIRECTORS, MEMBERS, PARTNERS, STUDENTS AND REPRESENTATIVES IN CONNECTION WITH THE EDUCATIONAL EXPERIENCE, OR ATTEMPTED EDUCATIONAL EXPERIENCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THIS INDEMNIFICATION SHALL NOT APPLY TO CLAIMS ARISING FROM THE HOST'S OWN NEGLIGENCE OR WILLFUL CONDUCT.

2.6 Host and TWU shall each provide a contact person (the "Coordinator") for activities related to the performance of this Agreement. The following contact names and addresses shall be the initial Coordinators for the Host and for TWU. Others may be designated in writing by the parties at any time. Any notices required by this Agreement shall be delivered via personal delivery, via first class mail return receipt requested, or via electronic mail with read receipt, to the following:

For Host:

Name and Title: Yvette Lopez, ~~Recreation~~ Supervisor
Address: 509 N. Bell Ave.
City/State/Zip: Denton, Texas 76201
Telephone number: 940-349-8720
Email address: Yvette.lopez@cityofdenton.com

For TWU:

Name and Title: Carin Adams, PhD, RN, CPN, BSN Program Director
Address:1216 Oakland St, ASB216
City/State/Zip: Denton, TX 76204
Telephone number: 214-689-6611
Email address: cadams21@twu.edu

2.7 The parties acknowledge and agree that it shall be the responsibility of each Student to: (i) comply with the Host's policies and procedures; (ii) report any serious problems related to the Educational Experience, including safety and personnel problems, to the Coordinator at TWU and the Host; and (iii) maintain a personal health insurance policy throughout Student's Educational Experience with the Host.

2.8 FERPA: For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), TWU hereby designates the Host as a school official with legitimate educational interest in the educational records of the Students who participate in the Educational Experience, to the extent that access to the records are required by the Host to carry out its responsibilities under this Agreement. The Host agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

2.9 Sovereign Immunity: The Parties acknowledge and expressly agree that nothing in this Agreement, nor any other conduct, action or inaction of any representative of TWU or the Host relating to the subject matter hereof, shall be construed as a limitation or a waiver on any of the immunities or defenses to which TWU or the Host is entitled, as an agency of the State of Texas. TWU enters this Agreement only to the extent authorized by applicable law. Any provision of this Agreement that is not authorized by or is inconsistent with applicable Texas law, including the opinions of the state's Attorney General, is invalid. Furthermore, in no event shall TWU be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by Hospital or any third party, even if TWU has been advised of the possibility of such damages.

2.10 Intellectual Property: Host agrees that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with TWU (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of TWU. Host agrees to not use TWU's Marks in any advertising material of any kind, press release, or any public announcement, without the expressed written permission of TWU's Marketing and Communications.

3. RESPONSIBILITIES OF TWU. TWU shall:

3.1 Provide course information and objectives, and ensure that each participating Student meets academic and other qualifications that are consistent with the objectives and requirements of TWU's applicable academic program;

3.2 Make reasonable efforts to ensure that each Student from TWU is aware of Student's responsibilities to abide by the terms of Section 2.6 of this Agreement.

3.3 Make reasonable efforts to ensure that the Student participates in the Educational Experience during the dates specified unless modified by the Host and TWU. This includes instructing each Student about the consequences of not completing the Educational Experience.

3.4 Provide an administrative framework and a teaching faculty adequate in number, qualifications, and competence to develop and carry forward its instruction and supervision as it relates to the Program; including but not limited to a certified nurse or other certified medical professional to supervise and instruct students.

3.5 Ensure that for each Educational Experience, the Coordinator of TWU (i) maintains ongoing contacts with the Student and the Host, (ii) discusses the specifics and expectations of the Educational Experience with the Student and the Host, (iii) monitors the Student's progress with the Student and the Host, and (iv) advises the Student relative to a program of study related to the Educational Experience.

3.6 TWU shall provide to Host, a list of participating Student(s), a description of syllabus requirements, and other related objectives and expectations.

3.7 Accept the primary responsibility for the supervision and control of the Student at the Educational Experience site.

3.8 TWU shall ensue patrons who participate in the Educational Experience sign a wavier acknowledging the screenings are completed by students and the Host is not liable for any injuries caused by students.

3.9 At no point under this agreement shall any TWU agents, officers, students, interns, employees, contractors and subcontractors be construed as the City of Denton's agents, officers, students, interns, employees, contractors and subcontractors.

4. RESPONSIBILITIES OF THE HOST. Host shall:

4.1 Provide facilities to Students to support their acquisition of skills and knowledge related to their chosen field of study or occupation;

4.2 Orient the Student to the Host's rules, policies, procedures, methods, and operations;

4.3 Evaluate the Student's performance and notify TWU's Coordinator of any cause of dissatisfaction with or of any known misconduct on the part of the Student;

4.4 Comply with all the federal, state, local, and municipal laws, ordinances and codes applicable to Host including without limitation all workplace safety laws and discrimination laws;

4.5 Insurance: Upon request from TWU, Host will provide proof that it maintains liability

insurance in an amount that is commercially reasonable.

4.6 Host shall endeavor to comply with the syllabus requirements and other related objectives and expectations, provided by TWU.

4.7 In the event a Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick), while at Host's facility, then Host shall provide necessary emergency health care or first aid, within its capacity, to that Student. In the event that Host does not have the resources to provide such emergency care, then Host shall refer Student to the nearest emergency facility. Student will bear financial responsibility for any charges generated.

5. TEXAS GOVERNMENT CODE PROVISIONS:

5.1 Texas Public Information Act ("TPIA"): As required by Chapter 552, Texas Government Code, TWU strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the TPIA. Nothing in this Agreement will be construed to prohibit disclosure, to the extent that such disclosure is required by law or valid order of a court or other governmental authority.

5.2 Anti-Terrorism Certification: As required by Texas Government Code Section 2252.152, Host represents and warrants that it is not prohibited under Section 2252.152 or identified by (1) the Texas Comptroller as a company with business operations in Sudan; (2) the Texas State Pension Review Board as a company with business operations in Iran; or (3) the Texas Comptroller as a company known to have contracts with, or known to provide supplies or services to, a foreign terrorist organization. Excepted from this prohibition are companies the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran or foreign terrorist organizations.

5.3 Boycott Certification: As required by Texas Government Code Chapter 2271.002, Host certifies that either: (1) it meets an exemption criteria under Section 2271.002; or (2) it does not boycott Israel and will not boycott Israel during the term of the Agreement. If Host meets an exemption, it shall provide TWU written notice of what that exemption is at the time the Agreement is made.

6. ENTIRE AGREEMENT.

Headlines in this Agreement are for convenience only. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall supersede and replace all prior agreements, promises and understandings, oral or written, between the Parties, regarding the subject matter hereof. No amendment to this Agreement shall be valid unless reduced to writing and signed by an authorized representative of each Party.

IN WITNESS WHEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURES BELOW:

TEXAS WOMAN'S UNIVERSITY:

Authorized Signature Angela Bauer, ~~PhD~~, EVPAA and Provost

Digitally signed by ~~Angela~~ Bauer, PhD, EVPAA and Provost
Date: 2025.12.18 09:32:15 -06'00'

Printed Name

Title

Date

TWU APPROVED AS TO LEGAL FORM:
Jiayi Yang Digitally signed by Jiayi Yang Date: 2025.12.16 14:16:36 -06'00'

CITY OF DENTON:

Authorized Signature _____

Printed Name: Sara Hensley

Title: City Manager

Date _____

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Parks and Recreation

ACM: Christine Taylor, Assistant City Manager

DATE: March 3, 2026

SUBJECT

Consider the adoption of an ordinance of the City of Denton granting Boil Buddies Bash Denton Mudbug, a noise exception for the Boil Buddies Bash Denton Mudbug event on Saturday, April 11, 2026, from 12:00 p.m. to 7:00 p.m. at Lucky Lou's; and providing an effective date.

BACKGROUND

The Boil Buddies Bash Denton Mudbug event is a crawfish boil for the community to enjoy and purchase crawfish by the pound to raise awareness and funds for two local non-profit organizations, Friends with Benefits and GOAL. The event is in its third year.

RECOMMENDATION

Staff recommends approval.

ESTIMATED SCHEDULE OF PROJECT

N/A

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

N/A

FISCAL INFORMATION

N/A

BID INFORMATION

N/A

EXHIBITS

Exhibit 1- Agenda Information Sheet
Exhibit 2- Ordinance

Respectfully submitted:
Allison Wing, Interim Parks and Recreation Director

Prepared by:
Autumn Natalie, Parks and Recreation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON GRANTING BOIL BUDDIES BASH DENTON MUDBUG., A NOISE EXCEPTION FOR THE BOIL BUDDIES BASH DENTON MUDBUG EVENT ON SATURDAY, APRIL 11, 2026, FROM 12:00 P.M. TO 7:00 P.M. AT LUCKY LOU'S; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 17-20 of the Code of Ordinances of the City of Denton, the City Council may make exceptions upon application for sound levels or hours of operation when the public interest will be served thereby; and

WHEREAS, The Boil Buddies Bash Denton Mudbug has made an application to the City Council for an exception to Section 17-20 of the Code of Ordinances regarding sound levels and hours of operation, in connection with the Boil Buddies Bash Denton Mudbug, which will be held on Saturday, April 11, 2026, from 12:00 p.m. to 7:00 p.m., at Lucky Lou's in Denton, Texas; and

WHEREAS, The Boil Buddies Bash Denton Mudbug event is a crawfish boil for the community to enjoy and purchase crawfish and raise awareness and funds for two local non-profit organizations, Friends with Benefits and GOAL. The event will take place at Lucky Lou's in Denton; and

WHEREAS, the City Council of the City of Denton finds that granting a noise exception for this event, 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, Boil Buddies Bash Denton Mudbug 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 operation of the Boil Buddies Bash Denton Mudbug in Denton, Texas, on Saturday, April 11, 2026, from 12:00 p.m. to 7:00 p.m.

2. Boil Buddies Bash Denton Mudbug 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. Boil Buddies Bash Denton Mudbug agrees to cease using amplified loudspeakers on Saturday, April 11, 2026 at 7:00 p.m.

4. Under no circumstances shall Boil Buddies Bash Denton Mudbug employ the use of amplified loudspeakers past 7:00 p.m. on Saturday, April 11, 2026.

5. The Director of Parks and Recreation may approve modifications to the dates and times of the events.

6. Under no circumstances shall Boil Buddies Bash Denton Mudbug employ the use of amplified loudspeakers that exceeds 75 dba for an outdoor event when measured from the perimeter of the source as measured by an approved measuring instrument.

7. 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 warning, hearing, or compensation, for any reason at all, or for no reason.

8. 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 correction with this annual event, 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 Boil Buddies Bash Denton Mudbug on Saturday, April 11, 2026, at 7:00 p.m.

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

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Parks and Recreation

ACM: Christine Taylor, Assistant City Manager

DATE: March 3, 2026

SUBJECT
Consider the adoption of an ordinance of the City of Denton granting Fry Street Fair, a noise exception for the Fry Street Fair event on Friday, April 24, 2026, from 4:00 p.m. to 10:00 p.m., Saturday, April 25, 2026, from 12:00 p.m. to 10:00 p.m. and Sunday, April 26, 2026, from 12:00 p.m. to 10:00 p.m. at 109 Avenue A., Denton, TX; and providing an effective date.

BACKGROUND
The Fry Street Festival event is a multi-day charitable music event with live music, vendors and multiple businesses participating to assist with donations.

RECOMMENDATION
Staff recommends approval.

ESTIMATED SCHEDULE OF PROJECT
N/A

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
Denton City Council approved a noise ordinance exception for the events in 2024 and 2025.

FISCAL INFORMATION
The Fry Street Festival was denied co-sponsorship funding for FY 2025-2026.

BID INFORMATION
N/A

EXHIBITS
Exhibit 1- Agenda Information Sheet
Exhibit 2- Ordinance

Respectfully submitted:
Allison Wing, Interim Parks and Recreation Director

Prepared by:
Barry Feldner, Parks and Recreation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON GRANTING FRY STREET FAIR, A NOISE EXCEPTION FOR THE FRY STREET FAIR EVENT ON FRIDAY, APRIL 24, 2026, FROM 4:00 P.M. TO 10:00 P.M., SATURDAY, APRIL 25, 2026, FROM 12:00 P.M. TO 10:00 P.M. AND SUNDAY, APRIL 26, 2026, FROM 12:00 P.M. TO 10:00 P.M. AT 109 AVENUE A., DENTON, TX; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 17-20 of the Code of Ordinances of the City of Denton, the City Council may make exceptions upon application for sound levels or hours of operation when the public interest will be served thereby; and

WHEREAS, the Fry Street Fair has made an application to the City Council for an exception to Section 17-20 of the Code of Ordinances regarding sound levels and hours of operation, in connection with the Fry Street Fair, which will be held on Friday, April 24, 2026, from 4 p.m. to 10:00 p.m., Saturday, April 25, 2026 from 12:00 p.m. to 10:00 p.m. and Sunday, April 26, 2026 from 12:00 p.m. to 10:00 p.m. at 109 Avenue A., in Denton, Texas; and

WHEREAS, The Fry Street Fair event is a multi-day charitable music event with live music, vendors and multiple businesses participating to assist with donations to charity. The event will take place at 109 Avenue A., in Denton; and

WHEREAS, the City Council of the City of Denton finds that granting a noise exception for this event, 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, Fry Street Fair 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 operation of the Fry Street Fair in Denton, Texas, on Friday, April 24, 2026, from 4 p.m. to 10:00 p.m., Saturday, April 25, 2026, from 12:00 p.m. to 10:00 p.m., and Sunday, April 26, 2026, from 12:00 p.m. to 10:00 p.m.

2. Fry Street Fair 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. Fry Street Fair agrees to cease using amplified loudspeakers on Friday, April 24, 2026, at 10:00 p.m., Saturday, April 25, 2026, at 10:00 p.m. and Sunday, April 26, 2026, at 10:00 p.m.

4. Under no circumstances shall Fry Street Fair employ the use of amplified loudspeakers past 10:00 p.m. on Friday, April 24, 2026, Saturday, April 25, 2026, and Sunday, April 26,

2026.

5. The Director of Parks and Recreation may approve modifications to the dates and times of the events.

6. Under no circumstances shall Fry Street Fair employ the use of amplified loudspeakers that exceeds 75 dba for an outdoor event when measured from the perimeter of the source as measured by an approved measuring instrument.

7. 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 warning, hearing, or compensation, for any reason at all, or for no reason.

8. 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 correction with this annual event, 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 Fry Street Fair on Sunday, April 16, 2026, at 10:00 p.m.

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

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: March 3, 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 HDR Engineering, Inc., for the design of Western Boulevard from US 380 to Jim Christal Road as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8377-012 – Professional Services Agreement for design services awarded to HDR Engineering, Inc., in the not-to-exceed amount of $588,451.00).

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 (2) 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 and was subsequently awarded construction funding in August 2025 through the NCTCOG Surface Transportation Block Grant (STBG) program.

The proposed project includes the addition of a new travel lane, creating a fully built-out four-lane roadway with medians, a sidepath, and other safety-focused facilities from US 380 to Jim Christal Boulevard. The current cost estimate includes full design and survey services.

Construction costs will be funded primarily through the NCTCOG STBG program, which covers 80% of the construction cost estimated at $4,768,000. The City will be responsible for the design phase cost of $588,451, and 20% of the required construction match, and any additional cost overruns.

Request for Qualifications for architectural firms for professional engineering services for various vertical 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 Improvements Department (Ordinance 24-276).

RECOMMENDATION

Award a contract with HDR Engineering, Inc. for the design of Western Boulevard from US 380 to Jim Christal Road, in a not-to-exceed amount of $588,451.

PRINCIPAL PLACE OF BUSINESS

HDR Engineering, Inc.
Plano, TX

ESTIMATED SCHEDULE OF PROJECT

The project's projected design completion is estimated to be in the fourth Quarter of 2026.

FISCAL INFORMATION

These services will be funded from Street and Traffic certificate of obligations account 350582402.1360.20100. Requisition #174139 has been entered into the Purchasing software system in the amount of $588,451. The budgeted amount for this item is $588,451.

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: Chandra Muruganandham, 940-349-8221.

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 HDR ENGINEERING, INC., FOR THE DESIGN OF WESTERN BOULEVARD FROM US 380 TO JIM CHRISTAL ROAD AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 8377-012 – PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES AWARDED TO HDR ENGINEERING, INC., IN THE NOT-TO-EXCEED AMOUNT OF $588,451.00).

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 HDR Engineering, 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 _____. This ordinance was passed and approved by the following vote [___ - ___]:

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, 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	8377-012
File Name	Western Blvd- Design
Purchasing Contact	Gabby Leeper
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 HDR Engineering, Inc., with its corporate office at 17111 Preston Road, Suite 300 Dallas, TX 75248 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Western Boulevard 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 $588,451.00 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:

A. Invoice and Payment

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(1) The Engineer shall provide the City sufficient documentation, including but not limited to meeting the requirements set forth in the PROJECT schedule as set forth in Attachment A to reasonably substantiate the invoices.

(2) The ENGINEER will issue monthly invoices for all work performed under this AGREEMENT. Invoices for the uncontested performance of the particular services are due and payable within 30 days of receipt by City.

(3) Upon completion of services enumerated in Section 1, the final payment of any balance for the uncontested performance of the services will be due within 30 days of receipt of the final invoice.

(4) In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

(5) If the CITY fails to make payment in full to ENGINEER for billings contested in good faith within 60 days of the amount due, the ENGINEER may, after giving 7 days' written notice to CITY, suspend services under this AGREEMENT until paid in full. In the event of suspension of services, the ENGINEER shall have no liability to CITY for delays or damages caused the CITY because of such suspension of services.

SECTION 4
Obligations of the Engineer

A. General

The ENGINEER will serve as the CITY's professional engineering representative under this AGREEMENT, providing professional engineering consultation and advice and furnishing customary services incidental thereto.

B. Standard of Care

The ENGINEER shall perform its services:

(1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and

(2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

C. Subsurface Investigations

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(1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in Attachment A.

(2) In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

D. Preparation of Engineering Drawings

The ENGINEER will provide to the CITY the original drawings of all plans in ink on reproducible mylar sheets and electronic files in .pdf format, or as otherwise approved by CITY, which shall become the property of the CITY. CITY may use such drawings in any manner it desires; provided, however, that the ENGINEER shall not be liable for the use of such drawings for any project other than the PROJECT described herein.

E. Engineer's Personnel at Construction Site

(1) The presence or duties of the ENGINEER's personnel at a construction site, whether as on-site representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or the CITY's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the AGREEMENT Documents and any health or safety precautions required by such construction work. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

(2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the ENGINEER or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the PROJECT, when completed, will be in accordance with the AGREEMENT

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Documents, nor shall anything in the AGREEMENT Documents or this AGREEMENT between CITY and ENGINEER be construed as requiring ENGINEER to make exhaustive or continuous on-site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the PROJECT. If the ENGINEER makes on-site observation(s) of a deviation from the AGREEMENT Documents, the ENGINEER shall inform the CITY.

(3) When professional certification of performance or characteristics of materials, systems or equipment is reasonably required to perform the services set forth in the Scope of Services, the ENGINEER shall be entitled to rely upon such certification to establish materials, systems or equipment and performance criteria to be required in the AGREEMENT Documents.

F. Opinions of Probable Cost, Financial Considerations, and Schedules

(1) The ENGINEER shall provide opinions of probable costs based on the current available information at the time of preparation, in accordance with Attachment A.

(2) In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, the ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the ENGINEER makes no warranty that the CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER's opinions, analyses, projections, or estimates.

G. Construction Progress Payments

Recommendations by the ENGINEER to the CITY for periodic construction progress payments to the construction contractor will be based on the ENGINEER's knowledge, information, and belief from selective sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ENGINEER to ascertain that the construction contractor has completed the work in exact accordance with the AGREEMENT Documents; that the final work will be acceptable in all respects; that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the CITY and the construction contractor that affect the amount that should be paid.

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H. Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. The ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

I. Right to Audit

(1) ENGINEER agrees that the CITY shall, until the expiration of five (5) years after final payment under this AGREEMENT, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of the ENGINEER involving transactions relating to this AGREEMENT. ENGINEER agrees that the CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The CITY shall give ENGINEER reasonable advance notice of intended audits.

(2) ENGINEER further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that the CITY shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that the CITY shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (3) hereof. CITY shall give subconsultant reasonable advance notice of intended audits.

(3) ENGINEER and subconsultant agree to photocopy such documents as may be requested by the CITY. The CITY agrees to reimburse ENGINEER for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

Docusign Envelope ID: D1D0A835-07D8-4B2D-A9E9-117AADA1852C

J. INSURANCE

(1) ENGINEER'S INSURANCE

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

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

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

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

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

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

Docusign Envelope ID: D1D0A835-07D8-4B2D-A9E9-117AADA1852C

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

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

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

(2) GENERAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

Docusign Envelope ID: D1D0A835-07D8-4B2D-A9E9-117AADA1852C

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

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

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

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

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

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

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

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

K. Independent Consultant

The ENGINEER agrees to perform all services as an independent consultant and not as a subcontractor, agent, or employee of the CITY. The doctrine of *respondeat superior* shall not apply.

Docusign Envelope ID: D1D0A835-07D8-4B2D-A9E9-117AADA1852C

L. Disclosure

The ENGINEER acknowledges to the CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed PROJECT and business relationships with abutting property cities. The ENGINEER further acknowledges that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this AGREEMENT and prior to final payment under the AGREEMENT.

M. Asbestos or Hazardous Substances

(1) If asbestos or hazardous substances in any form are encountered or suspected, the ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

(2) If asbestos or other hazardous substances are suspected, the CITY may request the ENGINEER to assist in obtaining the services of a qualified subcontractor to manage the remediation activities of the PROJECT.

N. Permitting Authorities - Design Changes

If permitting authorities require design changes so as to comply with published design criteria and/or current engineering practice standards which the ENGINEER should have been aware of at the time this AGREEMENT was executed, the ENGINEER shall revise plans and specifications, as required, at its own cost and expense. However, if design changes are required due to the changes in the permitting authorities' published design criteria and/or practice standards criteria which are published after the date of this AGREEMENT which the ENGINEER could not have been reasonably aware of, the ENGINEER shall notify the CITY of such changes and an adjustment in compensation will be made through an amendment to this AGREEMENT.

O. Schedule

ENGINEER shall manage the PROJECT in accordance with the schedule developed per Attachment A to this AGREEMENT.

P. Equal Opportunity

(1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.

(2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and

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ENGINEER's agents shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

SECTION 5
Obligations of the City

A. City-Furnished Data

ENGINEER may rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

B. Access to Facilities and Property

The CITY will make its facilities accessible to the ENGINEER as required for the ENGINEER's performance of its services. The CITY will perform, at no cost to the ENGINEER, such tests of equipment, machinery, pipelines, and other components of the CITY's facilities as may be required in connection with the ENGINEER's services. The CITY will be responsible for all acts of the CITY's personnel.

C. Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, the CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for the ENGINEER's services or PROJECT construction.

D. Timely Review

The CITY will examine the ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the CITY deems appropriate; and render in writing decisions required by the CITY in a timely manner in accordance with the PROJECT schedule prepared in accordance with Attachment A.

E. Prompt Notice

The CITY will give prompt written notice to the ENGINEER whenever CITY observes or becomes aware of any development that affects the scope or timing of the ENGINEER's services or of any defect in the work of the ENGINEER or construction contractors.

F. Asbestos or Hazardous Substances Release.

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

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facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.

(2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

G. Contractor Indemnification and Claims

The CITY agrees to include in all construction contracts the provisions of Article IV.E. regarding the ENGINEER's Personnel at Construction Site, and provisions providing for contractor indemnification of the CITY and the ENGINEER for contractor's negligence.

H. Contractor Claims and Third-Party Beneficiaries

(1) The CITY agrees to include the following clause in all contracts with construction contractors and equipment or materials suppliers:

> "Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."

(2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.

(3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.

(4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

I. CITY's Insurance

(1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.

(2) The CITY may secure Builders Risk/Installation insurance at the replacement

Docusign Envelope ID: D1D0A835-07D8-4B2D-A9E9-117AADA1852C

cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

The Scope of Services does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY. In the event CITY requests such services of the ENGINEER, this AGREEMENT shall be amended or a separate agreement will be negotiated between the parties.

K. Changes

The CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect the ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT with appropriate CITY approval.

SECTION 6
General Legal Provisions

A. Authorization to Proceed

ENGINEER shall be authorized to proceed with this AGREEMENT upon receipt of a written Notice to Proceed from the CITY.

B. Reuse of Project Documents

All designs, drawings, specifications, documents, and other work products of the ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. Reuse, change, or alteration by the CITY or by others acting through or on behalf of the CITY of any such instruments of service without the written permission of the ENGINEER will be at the CITY's sole risk. The CITY shall own the final designs, drawings, specifications and documents.

C. Force Majeure

The ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the ENGINEER that prevent ENGINEER’s performance of its obligations hereunder.

D. Termination

(1) This AGREEMENT may be terminated:

Docusign Envelope ID: D1D0A835-07D8-4B2D-A9E9-117AADA1852C

a. by the City for its convenience upon 30 days' written notice to ENGINEER.

b. by either the CITY or the ENGINEER for cause if either party fails substantially to perform through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days' written notice or thereafter fails to diligently complete the correction.

(2) If this AGREEMENT is terminated for the convenience of the City, the ENGINEER will be paid for termination expenses as follows:

a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;

b. Out-of-pocket expenses for purchasing electronic data files and other data storage supplies or services;

c. The time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.

(3) Prior to proceeding with termination services, the ENGINEER will submit to the CITY an itemized statement of all termination expenses. The CITY'S approval will be obtained in writing prior to proceeding with termination services.

E. Suspension, Delay, or Interruption to Work

The CITY may suspend, delay, or interrupt the services of the ENGINEER for the convenience of the CITY. In the event of such suspension, delay, or interruption, an equitable adjustment in the PROJECT's schedule, commitment and cost of the ENGINEER's personnel and subcontractors, and ENGINEER's compensation will be made.

F. Indemnification

IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 271.904, THE ENGINEER SHALL INDEMNIFY OR HOLD HARMLESS THE CITY AGAINST LIABILITY FOR ANY DAMAGE COMMITTED BY THE ENGINEER OR ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. CITY IS ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE ENGINEER'S LIABILITY.

Docusign Envelope ID: D1D0A835-07D8-4B2D-A9E9-117AADA1852C

G. Assignment

Neither party shall assign all or any part of this AGREEMENT without the prior written consent of the other party.

H. Jurisdiction

The law of the State of Texas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. The venue for any litigation related to this AGREEMENT shall be Denton County, Texas.

I. Severability and Survival

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Sections 5.F., 6.B., 6.D., 6.F., 6.H., and 6.I. shall survive termination of this AGREEMENT for any cause.

J. Observe and Comply

ENGINEER shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this AGREEMENT and the work hereunder, and shall observe and comply with all orders, laws ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. **ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS OR LIABILITY ARISING OUT OF THE VIOLATION OF ANY SUCH ORDER, LAW, ORDINANCE, OR REGULATION, WHETHER IT BE BY ITSELF OR ITS EMPLOYEES**.

K. Immigration Nationality Act

ENGINEER shall verify the identity and employment eligibility of its employees who perform work under this AGREEMENT, including completing the Employment Eligibility Verification Form (I-9). Upon request by CITY, ENGINEER shall provide CITY with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this AGREEMENT. ENGINEER shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any ENGINEER employee who is not legally eligible to perform such services. **ENGINEER SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY ENGINEER, ENGINEER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** CITY, upon written notice to ENGINEER, shall have the

Docusign Envelope ID: D1D0A835-07D8-4B2D-A9E9-117AADA1852C

right to immediately terminate this AGREEMENT for violations of this provision by ENGINEER.

L. Prohibition on Contracts with Companies Boycotting Israel

Engineer acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

M. Prohibition on Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

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

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

Docusign Envelope ID: D1D0A835-07D8-4B2D-A9E9-117AADA1852C

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

P. Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

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

Q. Prohibition Against Personal Interest in Contracts

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance 23-1165 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

R. Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract

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unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

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

The contractor shall:

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

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

S. Agreement Documents

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, which supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. This AGREEMENT may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A - Scope of Services
Attachment B - Compensation

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.

Docusign Envelope ID: D1D0A835-07D8-4B2D-A9E9-117AADA1852C

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

BY:
CITY OF DENTON, TEXAS

_____
Sara Hensley, City Manager

BY:
ENGINEER
HDR Engineering, Inc.

Signed by:
Lucas Bathurst Vice President
A1C3A4DF1A4B4... Authorized Agent, Title

Full Name: Lucas Bathurst

_____
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

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

Signed by:
Charlie Rosendahl
05357424 3FE941B... Signature

Interim Director
Title

Development Services
Department

2/5/2026

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Signed by:
Leah Bush
2A936B08B5D7485...

Docusign Envelope ID: D1D0A835-07D8-4B2D-A9E9-117AADA1852C

ATTACHMENT A

SCOPE OF SERVICES

CITY OF DENTON-ENVIRONMENTAL, GEOTECHNICAL, SURVEY, SUE, RECONSTRUCTION AND WIDENING PLANS, AND SPECIFICATIONS FOR WESTERN BLVD FROM JIM CHRISTAL ROAD TO US 380

SCOPE ASSUMPTIONS:

1. No additional right-of-way (ROW) will be required
2. Categorical Exclusion (CE) is appropriate level of environmental documentation.
3. No cross-drainage structures analysis or improvements are required.
4. Utility relocations will be evaluated and coordinated as required.
5. A geotechnical investigation and test holes will be required for pavement design, standard City of Denton pavement details will be used.
6. No retaining walls will be required.
7. No modifications to access driveways or incorporation of new driveways during design is assumed.

It should be noted that this Scope of Services has been prepared prior to formal approval of a Scope of Work approved by the City of Denton/TxDOT. The budget suggested herein will be adjusted if necessary upon receipt of an approved Scope of Work from the City. A written notification of such changes will be provided.

A. ENVIRONMENTAL

1. ENVIRONMENTAL SERVICES.

The ENGINEER will provide environmental services for the CITY to obtain agreements and/or permits normally required for a project of this size and type as follows. The State will determine what technical reports and documentation will be necessary for the project due to federal funding. Technical reports and documentation must be prepared for the State with detail and clarity to support environmental determination(s). Technical reports shall be compliant with TxDOT Environmental Compliance Toolkits. The environmental document will reference the technical reports.

1.1 Technical Reports and Environmental Documentation

The ENGINEER shall develop the required potential technical analyses and reports required for documentation including:

a. WPD screens

b. Species Analysis

c. Surface Waters Analysis Form

Docusign Envelope ID: D1D0A835-07D8-4B2D-A9E9-117AADA1852C

d. Historic Project Coordination Request

e. Archeological Background Study

f. Hazardous Material Initial Site Assessment

Assumptions:

Since the project does not require ROW or displacements, a Community Impacts Assessment and Public Involvement activities are not required.

B. GEOTECHNICAL SERVICES

1. FIELD STUDY

Field study will include the following programs:

- A limited visual survey of pavement distress,
- Coring of pavement sections,
- Performing dynamic cone penetration tests at selected locations, and
- Drilling and sampling of subgrade soils.

The scope of the visual distress survey will be limited to describing the pavement surface distress observed along the subject street segment. Therefore, calculating the pavement condition index (PCI) or determining the root causes of the distress is beyond the scope of these services.

The subsurface conditions will be explored by drilling and sampling eight borings, spaced at approximately 500 ft. The borings will be drilled to a maximum depth of 10 ft. below the bottom of the existing pavement structure or auger refusal, whichever occurs first.

It is assumed the City will provide the necessary right-of-way permits required to perform field exploration within City's right-of-way. A temporary traffic control plan will be implemented to secure the workplace while minimizing the disruption to traffic.

The necessary State One-Call (DIGTESS) notifications will be performed prior to the fieldwork. Locating private utility lines on the project site is not part of the scope of DIGTESS or this scope. The SUE subconsultant shall mark all private utility lines before the commencement of drilling. Geotechnical subconsultant will locate the borings outside utility conflicts, provided the SUE subconsultant submits documentation of existing utility locations. Reasonable precautions will be taken to prevent property damage; however, the Geotechnical subconsultant cannot be responsible for tire rutting or damage to landscaping or utilities not previously located or improperly located.

4-in. diameter pavement core will be retrieved along the alignment at four locations. The

Docusign Envelope ID: D1D0A835-07D8-4B2D-A9E9-117AADA1852C

thickness of the pavement cores will be measured to the nearest ¼ inch.

A dynamic cone penetrometer (DCP) test will be performed at four locations to a maximum depth of 3 feet. The purpose of this test is to estimate the in-situ California Bearing Ratio (CBR) of the subgrade soils.

It is assumed the borings will be advanced utilizing a truck-mounted drilling rig. The borings will be drilled to their targeted completion depths below the existing ground surface elevation. Soils will be sampled continuously to 10 feet. Soil samples will be taken using conventional (split-spoon and/or tube) sampling techniques.

Water levels in the borings will be recorded during and upon completion of drilling. The borings will be backfilled utilizing auger cuttings generated during the drilling.

Portions of the samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification. Samples will be retained in our laboratory for 30 days after submitting the final report

2. LABORATORY STUDY

Upon completion of the subsurface exploration, a testing program will be designed to aid in the classification and assess the shrink/swell and strength characteristics of the subsurface strata. The testing program is anticipated to include the following tests. However, the actual number and types of tests will be determined after the completion of our field study.

- moisture content,
- Atterberg limits,
- grain size analysis,
- lime series or cement series test,
- soluble sulfate content, and
- standard proctor.

The tests will be performed in general accordance with applicable ASTM standards.

3. ENGINEERING ANALYSIS AND REPORT

The field and laboratory phases of the study will be reviewed. The findings of the review will be used to develop engineering recommendations for the project. Findings and recommendations will be presented in a geotechnical engineering report. The report may include the following, if applicable:

- Boring logs and a summary of field exploration
- Laboratory test results
- Subsurface conditions, including:

Docusign Envelope ID: D1D0A835-07D8-4B2D-A9E9-117AADA1852C

  - a brief description of the pavement distresses
  - pavement thickness
  - stratigraphy
  - groundwater readings
- Results of DCP test and design values for subgrade.
- Pavement recommendations, including:
  - subgrade preparation, including thickness and percentage of lime or cement
  - pavement section thickness for rigid pavement
- Earthwork and site drainage, including:
  - site drainage
  - site preparation
  - select fill material criteria
  - fill placement compaction

The final report will be submitted in PDF format.

C. TOPOGRAPHIC MAPPING/DESIGN SURVEYS

The Surveyor shall utilize Aerial Photography and Aerial Light Detection and Ranging (LiDAR) services, as well as ground-based GPS data collection, conventional and terrestrial scanning methods, to produce Planimetry and a Digital Terrain Model (DTM) with one (1) foot contours. Work shall be performed on City and/or State Plane Coordinate System NAD 83 (2011), GEOID 12B, and adjusted to the Denton County Surface Adjustment Factor (SAF) of 1.00015063.

4. PRIMARY CONTROL

The Surveyor will establish horizontal control for the project by means of GPS RTK positioning. Horizontal control will be based on the Texas State Plane Coordinate System, NAD-83(2011), North Central Zone (4202), and referenced to the City of Denton GPS Control Network utilizing a surface adjustment factor of 1.000150630. The Surveyor will establish vertical control for the project by means of differential leveling. Vertical control will be based on City of Denton vertical data.

Deliverables: The Surveyor shall provide a 3D MicroStation, ASCII files of surface coordinates, two (2) sets of signed and sealed 11"X17" control data sheets. The Surveyor shall also produce an 11"x17" Survey Control Index Sheet showing the overall project site and the locations of the primary survey control set throughout the limits of the project. One copy of the deliverables in electronic format on external digital media is required.

Docusign Envelope ID: D1D0A835-07D8-4B2D-A9E9-117AADA1852C

5. SECONDARY CONTROL

The Surveyor shall set additional secondary control, as necessary, to perform topographic mapping and Right of Way mapping utilizing the current TXDOT GPS Positioning Specifications for a Level 3 Survey. Control Data Sheets will not be prepared for any control monuments located under this task.

Deliverables: The Surveyor shall provide a 3D MicroStation file, ASCII files of surface coordinates, and photos of each primary control point in digital format. One copy of the deliverables in electronic format on external digital media is required.

6. AERIAL MAPPING

The Surveyor shall acquire Aerial Photography for Planimetry and LiDAR point cloud data. The photography shall be obtained under clear skies with the absence of environmental factors which may obscure conditions such as haze, smoke, dust, snow, floodwaters etc. Photos shall be obtained at a sun angle no less than 30 degrees sun up. Digital Orthophotos shall be produced at a 0.25-foot pixel resolution. The Surveyor shall electronically tone, balance and digitally rectify and mosaic the aerial images into a seamless dataset. The mosaic images shall be cut into tiles that match the LiDAR and ground-based survey. The Surveyor shall convert the aerial photography to JPEG format.

Deliverables: The Surveyor will provide a high-resolution orthophoto image referenced to the project coordinate system, along with a down-sampled CAD-friendly orthoimage in georeferenced JPEG format. One copy of the deliverables in electronic format on external digital media is required.

7. GROUND TRUTHING

The Surveyor shall provide ground truthing points throughout the project. Sixty percent of ground truthing points shall be collected on hard or roadway surfaces, with the remaining forty percent collected on either natural ground surfaces or hard surfaces.

Deliverables: The Surveyor shall provide a CSV file to the Aerial Mapper for inclusion in QA/QC process of the Aerial Mapping/LiDAR product.

8. DRAINAGE AND CREEK CROSS SECTIONS

The Surveyor shall tie drainage outfalls throughout the limits of the apparent ROW, using ground-based GPS data collection and conventional surveying methods, collecting flowlines, headwalls, wing walls, within the limits of the apparent ROW. This shall include culvert types, including bridge class culverts, and driveway culverts within the apparent ROW along Western Blvd. The Surveyor shall note the type, size and length of the structures at each outfall location and provide georeferenced photos of each structure and cross section with field sketches.

Deliverables: The Surveyor shall provide a 3D MicroStation file, ASCII files of surface coordinates, and photos of each drainage structure in digital format. One copy of the

Docusign Envelope ID: D1D0A835-07D8-4B2D-A9E9-117AADA1852C

deliverables in electronic format on external digital media is required.

9. AERIAL TOPOGRAPHIC MAPPING

The surveyor shall provide unmanned aerial system (UAS) survey services to capture airborne Lidar on approximately 4,600 linear feet of Western Boulevard, US 380, and Jim Christal Road. Aerial data will be acquired from an altitude appropriate to adequately capture design-grade mapping data, and the imagery and point cloud data will be processed using photogrammetry and point cloud software to develop a digital surface model of the project area.

LiDAR data shall be processed using TxDOT style feature code library to identify ground-based features. Ground feature collection, DTM, Triangulated Irregular Network (TIN), DATA (DAT) files, and 1- foot contours shall be extracted from the LiDAR point cloud data, supplemented with ground- based GPS and Ortho -rectified photography. Aerial processing and feature collection shall include but not be limited to, visible surface utilities including, overhead power lines and associated service poles, drainage structures, text and inscriptions on roadway regulatory signs (excluding text and inscription for advertising signs), mailboxes, driveways, parking areas, building footprints, edge of pavements, creek channels, grade breaks, flow lines, fence lines, ruins, cemeteries, man holes, fire hydrants, and other feature visible and appropriate for 1”= 50’ scale mapping. The processed LiDAR data shall be cut into tiles that match the aerial photography and ground-based survey and reduce the file size of the individual tiles to no more than 10mb each.

Deliverables: A Red, Green, and Blue (RGB) point cloud will also be delivered, referenced to the project coordinate system. The processed airborne Lidar point cloud will be classified to bare-earth to support design needs. Deliverables will conform to City of Denton standards and will include a digital file in dgn format containing features and points located in the survey, one-foot interval contours and TIN, a copy of field notes and field drawings, a point file (pnezd) of points located in the survey and a LandXML file. One copy of the deliverables in electronic format on external digital media is required.

10. SUPPLEMENTAL TOPOGRAPHIC SURVEYING

The Surveyor will provide supplemental topographic survey of approximately 4,600 linear feet of Western Boulevard, US 380, and Jim Christal Road as shown on the attached Exhibit “A”. The survey will extend to 20 feet outside the existing right-of-way on both sides of Western Boulevard.

Deliverables: The Surveyor shall provide a 3D MicroStation and ASCII files of surface coordinates in digital format. One copy of the deliverables in electronic format on external digital media is required.

11. ROW BASE MAP

The Surveyor shall identify the location of the existing or apparent ROW lines of Western Blvd within +/- 1.0 foot by incorporating and analyzing existing and proposed ROW plans obtained

Docusign Envelope ID: D1D0A835-07D8-4B2D-A9E9-117AADA1852C

from various sources, to be combined with an on-the-ground field survey of existing monuments. The information collected shall be used to produce an existing ROW MicroStation base file consisting of points found and calculated, and the associated line work with the included geometry and at break points.

Deliverables: The Surveyor shall provide a 2D and a 3D MicroStation file of the existing ROW in digital format. One copy of the deliverables in electronic format on external digital media is required.

D. SUBSURFACE UTILITY ENGINEERING

The ENGINEER shall perform a Quality Level B subsurface utility engineering (SUE) investigation of the full project limits within the existing and proposed right-of-way of Western Blvd, estimated at up to 11,000 LF of Quality Level B. The ENGINEER shall complete ten (10) Quality Level A test holes as needed at potential utility conflict locations.

Utility Engineering Investigation (Subsurface Utility Engineering) includes utility investigations subsurface and above ground prepared in accordance with AASHTO standards [ASCE C-1 38-02 (http://www.fhwa.dot.gov/programadmin/asce.cfm)] and Utility Quality Levels.

UTILITY QUALITY LEVELS

Utility Quality Levels are defined in cumulative order (least to greatest) as follows:

1. Quality Level D - Existing Records: Utilities are plotted from review of available existing records- (assume full project limits within the existing and proposed ROW).

2. Quality Level C - Surface Visible Feature Survey: Quality level "D" information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information. If there are variances in the designated work area of Level D, a new schematic or plan layout will be necessary to identify the limits of the proposed project and the limits of the work area required for the work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included along existing intersecting roadways (assume full project limits within the existing and proposed ROW).

3. Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D, a new schematic or plan layout will be necessary to identify the limits of the proposed project and the limits of the work area required for the work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included along

Docusign Envelope ID: D1D0A835-07D8-4B2D-A9E9-117AADA1852C

existing intersecting roadways.

4. Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. Incorporates quality levels B, C and D information to produce Quality Level A.

SUBSURFACE UTILITY LOCATE (TEST HOLE) SERVICE (QUALITY LEVEL A)

Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that protects the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D.

The ENGINEER shall:

1. Review requested test hole locations and advise the City in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.
2. Coordinate with utility owner inspectors as may be required by law or utility owner policy.
3. Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.
4. Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the ENGINEER:
    a. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
    b. Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
    c. Elevation of existing grade over utility at test hole location.
    d. Horizontal location referenced to project coordinate datum.
    e. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
    f. Utility facility material(s).
    g. Utility facility condition.
    h. Pavement thickness and type.
    i. Coating/Wrapping information and condition.
    j. Unusual circumstances or field conditions.
5. Excavate test holes in such a manner as to prevent damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate City Office.
6. Be responsible for damage to the utility during the locating process. In the event of damage, the ENGINEER shall stop work, notify the appropriate utility facility owner, the City and appropriate regulatory agencies. The regulatory agencies include, but are not limited to

Docusign Envelope ID: D1D0A835-07D8-4B2D-A9E9-117AADA1852C

the Railroad Commission of Texas and the Texas Commission on Environmental Quality. The ENGINEER shall not resume work until the utility facility owner has determined the corrective action to be taken. The ENGINEER shall be liable for costs involved in the repair or replacement of the utility facility.

7. Back fill excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The ENGINEER shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.
8. Furnish and install a permanent above ground marker (as specified by the City, directly above center line of the utility facility.
9. Provide restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the ENGINEER shall return to correct the condition at no extra charge to the City.
10. Plot utility location position information to scale and provide a comprehensive utility plan sign and sealed by the responsible ENGINEER. This information shall be provided in the latest version of MicroStation format used by the City. The electronic file will be delivered on C.D or DVD. When requested by the City, the Locate information must be over laid on the City's design plans.
11. Return plans, profiles, and test hole data sheets to the City. If requested, conduct a review of the findings with the City.
12. Close-out permits as required.

Deliverables:

The ENGINEER shall provide to the following deliverables for the appropriate assigned task:

- Field and CADD base mapping, in Microstation 2D format, for SUE level investigations with facilities noted including applicable level of SUE performed, date services performed, type and size of facility, and ownership data of the facility.
- PDF of SUE Level A Test Hole Data sheets.
- Utility Layout Sheets are not included in this scope

E. PLANS SPECIFICATIONS AND ESTIMATE (PS&E)

This scope of services is submitted to prepare final design plans for improvements of Western Blvd from Jim Christal Road to US 380 located in Denton, Texas. The improvements requested by the City are:

- Proposed Southbound roadway (45 mph design) reconstruction and widening to include an additional inside lane to a total of 4 lanes. Roadway will include curbs, concrete pavement, sidewalks and shared use paths.
- Closed storm drains will be checked and analyzed to accommodate the applicable design event.

Docusign Envelope ID: D1D0A835-07D8-4B2D-A9E9-117AADA1852C

- Proposed signal improvements will be included at the intersection of Western Blvd and US 380.
- No Landscaping or Hardscape elements are assumed. Also assumes no environmental mitigation work will be required.
- Continuous lighting using City of Denton provided details are assumed.

Submittals.

1. Prepare Interim set of plans (30% Submittal), quantity estimates, and cost estimates for the proposed improvements. Plans will include:
    - Typical sections
    - Removal plans
    - Paving plans
    - Cross sections
    - Applicable standard details

   The plans will be prepared according to City of Denton standards. Submit one electronic set of plans to the City for review. Meet with the City to discuss draft submittal comments. One (1) meeting is assumed for budget purposes.
2. Prepare Interim set of plans (60% Submittal), quantity estimates, and cost estimates for the proposed improvements. Plans will include:
    - Typical sections
    - Removal plans
    - Paving plans
    - Intersection plans
    - Drainage systems plans without details
    - Traffic Control plans
    - Signal Plans without details
    - Illumination plans without details
    - Pavement Markings and Signs plans without details
    - Cross sections
    - Applicable standard details
    - Table of contents for Spec Book
    - Utility Conflict Matrix

   The plans will be prepared according to City of Denton standards. Submit one electronic set of plans to the City for review. Meet with the City to discuss draft submittal comments. One (1) meeting is assumed for budget purposes.
3. Prepare Pre-Final set of plans (90% Submittal), quantity estimates, and cost estimates for the proposed improvements. Plans will include:
    - General notes
    - Typical sections
    - Removal plans
    - Paving plans
    - Drainage systems plans & details
    - Traffic Control & Erosion Control plans
    - Signal Plans & details
    - Illumination plans & details
    - Pavement Markings and Signs & details
    - Cross sections
    - Applicable standard details
    - Full draft spec book
    - Utility Conflict Matrix

Docusign Envelope ID: D1D0A835-07D8-4B2D-A9E9-117AADA1852C

The plans will be prepared according to City of Denton standards. Submit one electronic set of plans to the City for review. Meet with the City to discuss draft submittal comments. One (1) meeting is assumed for budget purposes.

4. Prepare final set of plans (100% Signed/Sealed Submittal) that addresses comments from the City. The final submittal will include one electronic copy. Final Spec book.

Roadway Design. The ENGINEER shall prepare roadway plans, profiles and typical sections for the proposed improvements.

- The plans will include a plan and profile of Western Blvd, intersection layouts and include drainage structures, sidewalks, geometrics, driveways, median, signalization, and transitions to existing roadway.
- The ENGINEER shall prepare typical sections for proposed and existing roadways and structures. Typical sections must include width of travel lanes, shoulders, outer separations, border widths, curb offsets, walls, and ROW.
- The ENGINEER shall prepare removal plans.
- The ENGINEER shall perform the pavement design to meet the City's design requirements.
- The ENGINEER shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections at 50 feet intervals. Cross sections and quantities must include existing pavement removals.

Storm Drains. The ENGINEER shall provide the following services:

- Analyze existing storm drains using software as approved by the City.
- Analyze and check inlets, laterals, trunk line and outfall. Develop designs that reduces interference with the passage of traffic or incur damage to the highway and local property in accordance with the Project's Design Criteria.
- Analyze and check hydraulic grade line starting at the outfall channel for each storm drain design. Use the design water surface elevation of the outfall as the starting basis (tailwater) for the design of the proposed storm sewer system.
- Calculate manhole headlosses. Analyze manhole head losses as per FHWA's HEC-22.
- Limit discharge into existing storm drains and existing outfalls to the capacity of the existing system, which will be determined by the ENGINEER. Evaluate alternate flow routes or detention, if necessary, to relieve system overload. Determine the amount of the total detention storage to control storm drain runoff for the design frequency based on hydrograph routing for the full range of frequencies (50%, 20% 10%, 4%, 2%, 1%, and 0.2% AEP), as well as a rough estimate of the available on-site volume. When oversized storm drains are used for detention, the ENGINEER shall evaluate the hydraulic gradeline throughout the whole system, within project limits, for the design frequency or frequencies. The ENGINEER shall coordinate with the City proposed changes to the detention systems. The City will assess the effects of such changes on the comprehensive drainage studies.
- Analyze areas requiring trench protection, excavation, shoring, and de-watering.

PS&E Development for Drainage. The ENGINEER shall provide the following services:

- Include the following sheets and documents, as appropriate**:**
  - Storm Drain Plan/Profile Sheets
  - Drainage Calculation Sheets
- If applicable, prepare plan and profile sheets for storm drain systems and outfall ditches.

Docusign Envelope ID: D1D0A835-07D8-4B2D-A9E9-117AADA1852C

- Select necessary standard details for items such as inlets, manholes, junction boxes and end treatments.
- Prepare details for non-standard inlets, manholes and junction boxes.
- Identify pipe strength requirements
- Identify potential utility conflicts and, if feasible, design to mitigate or avoid those identified conflicts.
- Consider pedestrian facilities, utility impacts, driveway grades, retaining wall and concrete traffic barrier drainage impacts.
- Identify existing ground elevation profiles at the ROW lines on storm sewer plan and profile sheets.

Traffic Control. TCP plans will not be included, a general note will be added the Contractor to submit signed and sealed TCP & Detour plans prior to construction for City approval.

Signing Design. The ENGINEER shall prepare drawings, specifications, and details for signs. The ENGINEER shall:

- Prepare summary of small signs to be removed, relocated, or replaced.
- Illustrate and number the proposed signs on plan sheets.
- Sign details for non-standard small signs
- Select each sign foundation.

Pavement Marking. The ENGINEER shall detail both permanent and temporary pavement markings and channelization devices on plan sheets. The ENGINEER shall select Pavement markings from the latest City details and standards.

Signal Design. Signal design will involve the following tasks to prepare signal plans for the Western Blvd/US 380 intersection.

- The City will provide traffic counts and turning movement counts to be collected for 24 hours for the approaches at the intersections of Western Blvd and US 380.
- The Engineer shall prepare signal plans to include signal pole and head location/details, and pedestrian pole locations and details. The plans will be prepared according to City of Denton standards, then TxDOT standards.
- Temporary signals are assumed.
- No ROW acquisition is assumed as part of this scope.
- 2 pedestrian Ramp updates are assumed as part of the scope.

Based on the information obtained from the City, proposed signal at the intersection of Western Blvd and Jim Christal Rd will be done by Others. This scope of services does not include design for signalizing at this location.

Illumination Design. The ENGINEER shall include continuous lighting plans for the project from Jim Christal Rd to US 380. The ENGINEER shall provide a preliminary layout as part of the 60% submittal. The ENGINEER shall prepare circuit wiring diagrams showing the number of luminaries on each circuit, electrical conductors, length of runs, service pole assemblies. A photometric analysis will be performed and included in the 90% and Final submittals.

Storm Water Pollution Prevention Plans (SW3P). The ENGINEER shall develop SW3P, on

Docusign Envelope ID: D1D0A835-07D8-4B2D-A9E9-117AADA1852C

separate sheets from (but in conformance with) the TCP, to minimize potential impact to receiving waterways. The SW3P must include text describing the plan, quantities, type, phase and locations of erosion control devices and required permanent erosion control.

Utility Coordination. The ENGINEER shall perform utility coordination and liaison activities with involved utility owners, their consultants, and the CITY to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.

Utility Engineering includes the identification of utility conflicts, coordination, compliance with the CITY Standards, and resolution of utility conflicts. The ENGINEER shall coordinate all activities with the CITY, or the CITY's designee, to facilitate the orderly progress and timely completion of the CITY's design phase.

Project Management and Coordination. The ENGINEER shall coordinate subconsultant's activity to include quality of and consistency of plans and administration of the invoices and monthly progress reports. The ENGINEER shall submit a monthly written progress report to the City's Project Manager regardless of whether the ENGINEER is invoicing for that month. The ENGINEER's written progress report shall describe activities during the reporting period; activities planned for the following period; problems encountered and actions taken to remedy them; list of meetings attended; and overall status, including a per cent complete by task.

The ENGINEER shall prepare a design time schedule and an estimated construction contract time schedule, the schedules shall indicate tasks, subtasks, critical dates, milestones, deliverables and review requirements in a format that depicts the interdependence of the various items. The ENGINEER shall schedule milestone submittals at 60%, 90% and final project completion phases.

The ENGINEER, in association with the City's Project Manager shall be responsible for directing and coordinating activities associated with the project to comply with City policies and procedures, and to deliver that work on time.

The ENGINEER shall:

- Prepare monthly written progress reports for each project.
- Develop and maintain a detailed project schedule to track project progress.
- Meet with the City virtually bimonthly to review project progress.
- Prepare, distribute, and file both written and electronic correspondence.
- Prepare and distribute meeting minutes.
- Document phone calls and conference calls as required during the project to coordinate the work for various team members.

F. BID PHASE SERVICES & DOCUMENT PREPARATION

The ENGINEER shall provide bid phase services on an hourly basis, with a Not to Exceed amount.

Docusign Envelope ID: D1D0A835-07D8-4B2D-A9E9-117AADA1852C

- Prepare document bid book and prepare item descriptions according to city of Denton standard item descriptions.
- Assist the City staff in advertising for bids.
- Submit one half size (11”x17”) set of final blackline prints to the City of Denton. Submit a bid set of plans and bid manual in PDF format.
- Assist City by responding to questions and interpreting bid documents.
- Prepare and provide the City with addenda to bid documents as necessary.
- Provide bid tabulation (Excel) to the City of Denton within four working days of the bid opening.
- Evaluate the low and second low bidders. The review and evaluation will include such factors as work previously completed, equipment that is available for the work, publicly available financial resources, technical experience, and responses from references. Prepare a letter of recommendation to the City of Denton for awarding a contract to the lowest responsible bidder within four working days of the bid opening.
- Assist City staff in a pre-construction conference.

G. CONSTRUCTION PHASE SERVICES

The ENGINEER shall provide construction phase services on an hourly basis, with a Not to Exceed amount.

- Provide one site visit by the design engineer with a written inspection report submitted to the City for each visit related to potential change orders or revisions required to the plans.
- Provide written responses to requests for information or clarifications. Up ten (10) RFI’s are assumed.
- Review and provide written responses to Shop Drawing submittals. Up to five (5) submittals are assumed.
- Assist the City staff in conducting the final inspection.
- Prepare construction “Record Drawings” based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City containing scanned images of the 11" x 17" final 'as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date)
- Prepare record drawings based on comments and field changes completed by the City or others delegated to do so. The ENGINEER will not be providing resident engineering services and will not be observing on a full- time basis and will therefore not seal the record drawings. The record drawings will be provided as digital 11”x17” PDF.

H. ITEMS TO BE PROVIDED BY THE CITY

Right-of-Way Data and Utility

- Provide available existing right of way plans for the proposed project location.
- Conduct all right-of-way appraisals and acquisitions, if applicable.
- If available, Subsurface Utility Engineering (SUE) data and utility ownership/facility data; and Planimetric layouts and related information.

Design Surveys and Construction Surveys

- Provide survey control points such as horizontal control points, benchmark elevations and

Docusign Envelope ID: D1D0A835-07D8-4B2D-A9E9-117AADA1852C

descriptions for vertical control, and listing of horizontal alignment coordinates for baseline control only, if available.

- Provide aerial photographs (contact prints) of the proposed project area, if available.
- Furnish a Digital Terrain Model (DTM) file to generate Cross Sections and contours, if available.

Roadway Design Controls

- Provide applicable Preliminary Design Concept Conference notes, project corridor schematic layout and Plans, Specifications and Estimate (PS&E) package checklists for use by the Engineer.
- Provide As-built plans of the existing project facilities, if available.

Drainage

- Provide existing hydraulic and hydrologic studies associated with the project and project area if available.
- Provide data, if available, including “as-built plans”, existing cross sections, existing channel and drainage easement data.

Roadway

- Provide example estimates, CITY general notes and standards, sample specification lists and related hard copy documentation for the ENGINEER’S use in preparing the preliminary estimate, general notes and specifications.
- Provide a maximum project cost to be used in the preparation of the preliminary design.
- Furnish tabulation of current applicable bid process, if applicable.
- Negotiate with each project utility company for relocation agreements or required relocation as applicable.

Project Management and Administration

- Review, approve and update Project Design Criteria.
- Prompt Review of Deliverables.
- Provide copies of preferred CITY Details to be used.
- Provide copies of preferred CITY Standards to be used.
- Provide copy of City Specifications

Additional Responsibilities

- Provide design criteria for roadway, structures, drainage, and hydraulics.
- Interface with local, regional, State and Federal agencies or other entities on behalf of ENGINEER
- Coordinate and notify in writing with Emergency Medical Services (EMS), school system, United State (U.S.) Mail, etc. for detour routes and roadway closures. Upon request by the State, the Engineer shall prepare the necessary exhibits.
- Provide the ENGINEER with timely reviews and decisions to enable the Engineer to maintain

Docusign Envelope ID: D1D0A835-07D8-4B2D-A9E9-117AADA1852C

the project schedule as approved by the CITY.

- Provide paper prints or electronic copies of design files containing, for example, a sample title sheet, plan profile sheet, plan sheet, sheet quantities and storm water pollution prevention plan (SWP3) sheet, if available and applicable.
- Provide milestone guidelines as applicable to the CITY the work is being performed.
- Secure required permits and agreements, will require TxDOT coordination.
- Coordinate and execute any utility agreements between the City and utility owner as required for utility relocations caused by the proposed project improvements.

I. FEE STRUCTURE

Compensation for the Standard Services as describe in Attachment A for Environmental and PS&E services shall be Lump Sum in the amount of $391,480 ODE shall be per unit used Not to Exceed $1,805.

Geotechnical, Survey and SUE will be hourly and at a direct cost on the amount invoiced to HDR Not to Exceed $118,266.00. Bid Phase and Construction Phase Services will be on an hourly basis with a Not to Exceed limit of $76,900. Invoices will be sent monthly based on the percent of the level of effort completed. The maximum total fee for the Services shall not exceed $588,451 without prior written authorization from the CITY.

HOURLY BILLABLE RATES BY POSITION

PRIME - HDR, INC.

Position	*Hourly Rate*
Director	$325.00
Principal/Vice President	$300.00
Project Manager	$250.00
QC Manager	$225.00
Senior Bridge Engineer	$270.00
Senior Hydraulic Engineer	$230.00
Senior Traffic Engineer	$200.00
Transportation Planner	$200.00
Senior Engineer	$175.00
Public Involvement Specialist	$150.00
Senior Environmental Scientist	$150.00
Environmental Scientist	$100.00
ROW Acquisition Agent	$135.00
EIT	$125.00
CAD/ENGR Tech	$100.00
Senior CADD Operator	$175.00
Clerical / Administrative	$90.00
Field Supervisor	$140.00

Docusign Envelope ID: D1D0A835-07D8-4B2D-A9E9-117AADA1852C

ATTACHMENT B
City of Denton - Western Blvd
Manhour/Fee Estimate - HDR

TASK	DESCRIPTION	Director	Principal/Vice President	Project Manager	QC Manager	Senior Bridge Engineer	Senior Hydraulic Engineer	Senior Traffic Engineer	Transportation Planner	Senior Engineer	Senior Environmenal Scientist	Public Involvement Specialist	Environmental Scientist	Field Supervisor	ROW Acquisition Agent	EIT	Senior CADD Operator	CAD/ENGR Tech	Clerical/Administrative	Total Hours	Fee
		$325.00	$300.00	$250.00	$225.00	$270.00	$230.00	$200.00	$200.00	$175.00	$150.00	$150.00	$100.00	$140.00	$135.00	$125.00	$175.00	$100.00	$90.00		
A.	**ENVIRONMENTAL (Lump Sum)**																				
	WPD Scoping Screens										4		10							14	$1,600.00
	Species Analysis										4		16			8				28	$3,200.00
	Surface Waters Analysis Form										4		8			4				16	$1,900.00
	Historic Project Coordination Request										8		40			8				56	$6,200.00
	Archeological Background Study										10		40			8				58	$6,500.00
	Hazardous Materials Initial Site Assessment			4							12		40			6			2	64	$7,730.00
	Subtotal	0	0	4	0	0	0	0	0	0	42	0	154		0	34		0	2	236	**$27,130.00**
B.	**GEOTECHNICAL (Hourly/NTE)**																				
	Engineering and Report			4												48		2	1	55	$7,290.00
	Subtotal	0	0	4	0	0	0	0	0	0	0	0	0	0	0	48	0	2	1	55	**$7,290.00**
C.	**TOPOGRAPHICS MAPPING/DESIGN SURVEYS (Hourly/NTE)**																				
	Survey Control																				$5,628.00
	Aerial LiDAR & Supplemental Topographci Survey																				$35,874.00
	Boundary Survey																				$7,835.00
	Subtotal																				**$49,337.00**
D.	**SUBSURFACE UTILITY ENGINEERING (Hourly/NTE)**																				
	Project Administration (Coord/Invoicing, Etc.)	2		4				2											8	16	$2,770.00
	QL-D Records Research			1	1			2								8				12	$1,875.00
	Utility Base Map & SUE Reconciliation			3	1			6						4		8	22			44	$7,585.00
	Utility Sheets (6 total)							2								8	12			22	$3,500.00
	QA/QC			1	2			2								1				6	$1,225.00
	Subtotal	2	0	9	4	0	0	14	0	0	0	0	0	4	0	25	34	0	8	100	**$16,955.00**
E.	**PLANS SPECIFICATION AND ESTIMATE (PS&E) (Lump Sum)**																				
	Project Management		14	126						32						16			20	208	$45,100.00
	Roadway Design		8	18	72					106						324		216		744	$103,750.00
	Storm Drains		4	8	14		20									108		72		226	$31,650.00
	Signing & Pavement Markings		4	8	16					20						80		60		188	$26,300.00
	Permemant Signal Design (1 signal)		2	4	8			36		18						108		36		212	$30,850.00
	Temporary Signal Design (1 signal)		2	2	4			18		9						36		18		89	$13,475.00
	Illumination (From Jim Christal Rd to US 380)		2	6	8			36		27						108		72		259	$36,525.00
	Photometric analysis				4					16						32		4		56	$8,100.00
	SW3P		2	4	8					20						48		24		106	$15,300.00
	TxDOT Coordination		4	8				8		12										32	$6,900.00
	Utility Coordination and Engineering			8	4					16						300		32		360	$46,400.00
	Subtotal	0	42	192	138	0	20	98	0	276	0	0	0	0	0	1160	0	534	20	2480	**$364,350.00**
F.	BID PHASE SERVICES (Hourly/NTE)																				
	Prepare Bid Book			4	4					36						24		12		80	$12,400.00
	Assist City Staff in Advertising for Bids									24						16				40	$6,200.00
	Submit 11"x17" Final Blackling Prints			2	2					4						8		16		32	$4,250.00
	Respond to Contractor Questions			2						24						8				34	$5,700.00
	Prepare Plans Addenda			2	2					8						16		8		36	$5,150.00
	Prepare Bid Tabulation			2	2					4						8				16	$2,650.00

	Evaluate Low Bidders/Prepare Low Bidder Letter of Recommendation			2						10						8				20	$3,250.00
	Attend Pre-Construction Conference			4						4										8	$1,700.00
	Subtotal	0	0	18	10	0	0	0	0	114	0	0	0	0	0	88	0	36	0	266	**$41,300.00**
G.	CONSTRUCTION PHASE SERVICES (Hourly/NTE)																				
	Site Observations (2 total)									8						8				16	$2,400.00
	Respond to RFIs (10 total)			4	4					32						24		16		80	$12,100.00
	Review Shop Drawing Submittals (5 total)									16						4				20	$3,300.00
	Final Walk Through			4						4						4				12	$2,200.00
	Prepare Record As-Built Drawings			4	8					16						32		60		120	$15,600.00
	Subtotal	0	0	12	12	0	0	0	0	76	0	0	0	0	0	72	0	76	0	248	**$35,600.00**
	SUBTOTAL																				**$541,962.00**

	ODE (Per Unit/NTE)				
	Direct Cost	Contract Rate	Unit	Quantity	Amount
Other Direct Expenses	Mileage	$0.70	Mile	400	$280.00
	Photocopies B/W (11"x17")	$0.25	Sheet	1000	$250.00
	Photocopies B/W (8 1/2" x11")	$0.15	Sheet	1000	$150.00
	Photocopies Color (11"x17")	$1.25	Sheet	500	$625.00
	Photocopies Color (8 1/2" x11")	$1.00	Sheet	500	$500.00
	ODE Total				**$1,805.00**
	SUBSURFACE UTILITY ENGINEERING (Direct Cost/NTE)				
SUE (QL-A)	0 feet to 4 feet	$1,200.00	Each	4	$4,800.00
	4 feet to 8 feet	$1,450.00	Each	4	$5,800.00
	8 feet to 12 feet	$1,750.00	Each	2	$3,500.00
	> 12 feet	$165.00	VF	0	$0.00
	SUE (QL-A) Subtotal				$14,100.00
SUE (QL-B/C)	Two (2) Designating Person w/	$245.00	Hour	60	$14,700.00
	SUE (QL-B/C) Subtotal				$14,700.00
SUE ODE	Mileage	$0.70	Mile	1000	$700.00
	Traffic Control Services (as needed)	$1,800.00	Day	1	$1,800.00
	Pavement Removal/Restoration (as needed)	$300.00	Each	0	$0.00
	Mobilization/Demobilization of Vac Truck	$6.00	Mile	200	$1,200.00
	Permits	$250.00	Each	0	$0.00
	SUE ODE Subtotal				$3,700.00
	SUE Total				**$32,500.00**
	GEOTECHNICAL ENGINEERING (Direct Cost/NTE)				
Field Exploration	Mobilization	$413.75	Each	1	$413.75
	Soil Drilling 0 FT to 25 FT	$18.75	Feet	80	$1,500.00
	Shelby tube sampling	$29.50	Each	40	$1,180.00
	Concrete coring - trip charge	$153.50	Each	1	$153.50
	Concrete coring - equipment charge	$88.50	Hour	3	$265.50
	Concrete coring - 4 IN core	$6.25	Inch	40	$250.00
	Repair core location	$39.75	Each	4	$159.00
	Outside services - traffic control	$2,000.00	Cost + 10%	1.1	$2,200.00
	Outside services - right of way permit	$500.00	Cost + 10%	1.1	$550.00
	Support truck	$118.75	Day	3	$356.25
	Field Exploration Subtotal				$7,028.00
Laboratory Tests	Moisture Content	$23.50	Each	16	$376.00
	Atterberg Limits	$100.50	Each	16	$1,608.00
	Minus No. 200 Sieve	$56.75	Each	8	$454.00
	Soluble Sulfate Content	$76.75	Each	2	$153.50
	Lime or Cement Series	$266.00	Each	2	$532.00
	Standard Proctor	$307.25	Each	2	$614.50
	PVR (Tex 124-E)	$177.25	Each	8	$1,418.00
	Laboratry Tests Subtotal				$5,156.00
	GEOTECH Subtotal				**$12,184.00**
	SUBTOTAL				**$46,489.00**

TOTAL	**$588,451.00**

Docusign Envelope ID: D1D0A835-07D8-4B2D-A9E9-117AADA1852C

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.**

HDR Engineering, 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: Lucas Bathurst 707C3744D21740B...

Signature of vendor doing business with the governmental entity

2/4/2026

Date

Docusign Envelope ID: D1D0A835-07D8-4B2D-A9E9-117AADA1852C

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: D1D0A835-07D8-4B2D-A9E9-117AADA1852C
Status: Sent
Subject: Please DocuSign: City Council Contract 8377-0122 Western-Blvd Design
Source Envelope:
Document Pages: 39
Signatures: 4
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Gabby Leeper
901B Texas Street
Denton, TX 76209
Gabby.Leeper@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
2/3/2026 10:10:05 AM
Holder: Gabby Leeper
Gabby.Leeper@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Gabby Leeper Gabby.Leeper@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: 2/3/2026 10:35:43 AM Viewed: 2/3/2026 10:36:30 AM Signed: 2/3/2026 10:37:35 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: 2/3/2026 10:37:37 AM Viewed: 2/3/2026 10:48:48 AM Signed: 2/3/2026 1:39:18 PM
Leah Bush leah.bush@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/3/2026 3:54:28 PM ID: 276bf93f-6c75-4fa4-87a4-a379c1d3fc87	Signed by: Leah Bush 2A936B08B5D7485... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 2/3/2026 2:25:56 PM Viewed: 2/3/2026 3:54:28 PM Signed: 2/3/2026 4:56:28 PM
Lucas Bathurst luke.bathurst@hdrinc.com Vice President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/4/2026 1:15:03 PM ID: 796814fe-db20-4230-9867-0b4d7ea32bd7	Signed by: Lucas Bathurst 707C3744D21740B... Signature Adoption: Pre-selected Style Using IP Address: 163.116.247.73	Sent: 2/3/2026 4:56:31 PM Viewed: 2/4/2026 1:15:03 PM Signed: 2/4/2026 1:16:04 PM

Signer Events	Signature	Timestamp
Charlie Rosendahl charlie.rosendahl@cityofdenton.com Interim Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/5/2026 8:13:38 AM ID: 9697e5e5-2bc1-4df3-a2b3-cf47984dfacb	Signed by: Charlie Rosendahl 053574243FF941B... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 2/4/2026 1:16:07 PM Viewed: 2/5/2026 8:13:38 AM Signed: 2/5/2026 8:14:11 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: 2/5/2026 8:14:15 AM
Sara Hensley sara.hensley@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: 2/3/2026 10:37:37 AM
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/3/2026 2:26:00 PM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 2/5/2026 8:14:14 AM Viewed: 2/5/2026 10:38:21 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Chandrakanth Muruganandham Chandrakanth.Muruganandham@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/4/2025 12:30:35 PM ID: 41022d02-7f86-4b56-8538-463adac96792		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/3/2026 10:35:43 AM
Envelope Updated	Security Checked	2/3/2026 11:05:15 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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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.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

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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: March 3, 2026

SUBJECT

Consider adopting an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under RFP 8919 for Health Individual and Aggregate Stop Loss Insurance for the Human Resources Department; and providing an effective date (RFP 8919).

INFORMATION/BACKGROUND

The City requested competitive proposals for Individual and Aggregate Sop Loss (Reinsurance) Insurance coverage. Stop loss helps to protect the City from catastrophic health claims by providing a cap on medical care expenses paid out by the City on behalf of employees, retirees, and dependents who are covered under the health plan.

A Request for Proposal for these services was issued on September 17, 2025. One (1) proposal was received and submitted by DBK Health Inc. Following a thorough evaluation of the proposal as well as the renewal terms provided by the current vendor, UnitedHealthcare Services Inc. (UHC), the City started negotiations with UHC instead of negotiating with DBK Health. Through these negotiations, the City requested adjustments to the proposed renewal amount, and UHC agreed to amend the increase to a more acceptable level. These contractual guarantees remain in place through the end of the contract period on December 31, 2028.

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

RECOMMENDATION

Staff recommends rejection of all proposals for RFP 8919 for Health Individual and Aggregate Stop Loss Insurance for the Human Resources Department.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance

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

For information concerning this acquisition, contact: Sara Kjos, 940-349-7864.

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 8919 FOR HEALTH INDIVIDUAL AND AGGREGATE STOP LOSS INSURANCE FOR THE HUMAN RESOURCES DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE (RFP 8919).

WHEREAS, the City has solicited, received, and tabulated competitive proposals to evaluate Health Individual and Aggregate Stop Loss Insurance (RFP 8919) 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 8919 – Health Individual and Aggregate Stop Loss Insurance) 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 8919.

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 8919 to reject said proposals to the City Manager, or their designee.

SECTION 4. This ordinance shall become effective immediately upon its passage and approval.

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

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, 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: March 3, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, ratifying the expenditure of funds and authorizing the City Manager to execute a contract with United Healthcare Insurance Company, for Health Individual and Aggregate Stop Loss Insurance for the Human Resources Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8339 – for the one (1) year not-to-exceed amount of $5,811,278.00).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Pursue Organizational Excellence and Collaborative and Respectful Leadership.

INFORMATION/BACKGROUND

Individual Stop Loss (ISL) insurance provides a cap on an individual member basis (employee, retiree, dependent) at a pre-determined amount (the City's current threshold is $185,000). Therefore, after an individual plan member's medical claims exceed $185,000 in a calendar year, the stop-loss company begins reimbursing the City for covered expenses. The City's current ISL rate is $273.34 per employee per month (PEPM).

Aggregate stop loss (ASL) provides a cap for the health plan in totality. If the total health care costs for all members exceed the expected plan costs (as calculated by the stop-loss insurance company based on month-by-month enrollment levels) by 25%, then the stop-loss insurance company reimburses the City for those costs, up to a maximum of $1,000,000 in a calendar year. The City's current ASL rate is $5.78 PEPM.

In 2023, the City awarded the Individual and Aggregate Stop Loss Insurance contract to United Healthcare (UHC), based on a proposal submitted through Stealth Partner Group (Stealth). At that time, McGriff, Seibels, & Seibels & Williams (McGriff) served as the City's benefits broker, and Stealth acted as the stop-loss consultant supporting McGriff.

In November 2024, the City's contract with McGriff ended. With the end of that contract, Stealth should no longer have been associated with the City. In March 2024, the Human Resources Department entered into a new agreement with Lockton-Dunning Series of Lockton Companies, LLC (Lockton) to serve as the City's benefits consultant. Under this agreement, Lockton provides stop-loss consulting services and manages the purchase of Stop Loss Insurance and Aggregate Stop-Loss Insurance directly through United Healthcare to help mitigate the risks associated with large claims.

The City is requesting to ratifying the expenditure of funds and contract authority to UHC.

RECOMMENDATION

Award a contract with United Healthcare Insurance Company, for Individual and Aggregate Stop Loss (Reinsurance) Insurance for the Human Resources Department, for the one (1) year not-to-exceed amount of $5,811,278.

PRINCIPAL PLACE OF BUSINESS

United Healthcare Insurance Company
Minnetonka, MN

FISCAL INFORMATION

These services will be funded from account 850500.6712. Requisitions will be entered on an as-needed basis. The budgeted amount for this item is $5,811,278.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance

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

For information concerning this acquisition, contact: Sara Kjos, 940-349-7864.

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, RATIFYING THE EXPENDITURE OF FUNDS AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH UNITED HEALTHCARE INSURANCE COMPANY, FOR HEALTH INDIVIDUAL AND AGGREGATE STOP LOSS INSURANCE FOR THE HUMAN RESOURCES DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8339 – FOR THE ONE (1) YEAR NOT-TO-EXCEED AMOUNT OF $5,811,278.00).

WHEREAS, on November 13, 2023, City Council awarded a contract to Stealth Partner Group, LLC in the amount of $38,864,326.00, for Individual and Aggregate Stop Loss (Reinsurance) Insurance coverage for the Human Resources Department and this coverage was administered by United Healthcare Insurance Company; and

WHEREAS, on February 16, 2024, Purchasing approved Amendment No. 1 to update the Schedule of Benefits.

WHEREAS, on November 15, 2024, Purchasing approved Amendment No. 2 to update contract pricing.

WHEREAS, on January 23, 2026, Purchasing approved Amendment No. 3 to update the Schedule of Benefits.

WHEREAS, Stealth Partner Group, LLC ended their relationship with the City and the City directly pays UnitedHealthcare Insurance Company for this insurance.

WHEREAS, this authorization will continue coverage while a new solicitation is brought forward.

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. This ordinance hereby ratifies the amount of the contract between the City and United Healthcare Insurance Company, which is on file in the office of the Purchasing Agent, in the amount of Five Million Eight Hundred Eleven Thousand Two Hundred Seventy Eight and 0/100 ($5,811,278.00) 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 $5,811,278.00.

SECTION 2. 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 3. This ordinance shall become effective immediately upon its passage and

approval.

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

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, 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: March 3, 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 A & C Construction, Inc., for the construction of the McKinney Sidewalk Audra to Loop 288 project for the Capital Projects Department; providing for the expenditure of funds therefor; and providing an effective date (CSP 8790 – awarded to A & C Construction, Inc., in the not-to-exceed amount of $1,192,800.00).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

The McKinney Sidewalk Audra to Loop 288 Project was initiated to address a critical gap in pedestrian infrastructure along a heavily trafficked corridor with limited sidewalk access. This corridor serves as a vital connection between residential neighborhoods and major commercial and civic destinations. Improving pedestrian facilities in this area is critical to enhancing public safety, expanding mobility options, and strengthening overall community connectivity.

The project received strong support from the Mobility Committee following a presentation of three (3) design alternatives. The selected option prevailed by majority vote, affirming its alignment with the City's strategic objectives for walkability and sustainable urban development.

The scope of work includes the installation of approximately 3,700 linear feet of five-foot-wide sidewalks, drainage improvements to enhance infrastructure resilience, and the construction of a pedestrian bridge to ensure safe passage across challenging terrain. These improvements will significantly enhance pedestrian safety and accessibility along one of the City's most critical corridors.

On May 7, 2024, City Council awarded a contract to Westwood Professional Services for comprehensive engineering design services for the McKinney Sidewalk Audra to Loop 288 project. This engagement includes design development, bid-phase support, and construction oversight, ensuring the project is delivered with a high level of technical quality, efficiency, and coordination.

The McKinney Sidewalk Audra to Loop 288 project has a total estimated cost of $1,192,800. This estimate includes a $1,136,000 total base bid amount and a contingency amount of $56,800. 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.

Competitive Sealed Proposals were sent to 1,384 prospective suppliers, including 85 Denton firms. In addition, specifications were placed on the Procurement website for prospective suppliers to download and were also advertised in the local newspaper. Thirteen (13) proposals were received, references were checked, and proposals were evaluated based upon published criteria, including offeror's key personnel, quality and reputation, schedule, safety record, and price. A Best and Final Offer (BAFO) was requested from the top firm. Based upon this evaluation, A & C Construction, Inc. was ranked the highest and determined to be the best value for the City.

NIGP Code Used for Solicitation:	911, 912, 913, and 914
Notifications sent for Solicitation sent in IonWave:	1,384
Number of Suppliers that viewed Solicitation in IonWave:	58
HUB-Historically Underutilized Business Invitations sent out:	171
SBE-Small Business Enterprise Invitations sent out:	435
Responses from Solicitation:	13

RECOMMENDATION

Award a contract with A & C Construction, Inc., for the construction of the McKinney Sidewalk Audra to Loop 288 project for the Capital Projects Department, in a not-to-exceed amount of $1,192,800.

PRINCIPAL PLACE OF BUSINESS

A & C Construction, Inc.
Irving, TX.

ESTIMATED SCHEDULE OF PROJECT

This project will be started upon approval, with a completion date by Quarter 4 of 2026.

FISCAL INFORMATION

These services will be funded from McKinney Sidewalks account 250130402.1360.40100. Requisition #174201 has been entered into the Purchasing software system in the amount of $1,136,000. The budgeted amount for this item is $1,192,800.

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 contract, contact: Dante Hale, 940-349-7104.

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

Exhibit 2
CSP 8790 - Pricing Evaluation for McKinney Sidewalk Audra to Loop 288

Respondent's Business Name:	**A&C Construction, Inc.**	C. Green Scaping, LP	The Fain Group	Quality Excavation, Ltd.	2L Construction LLC	Tegrity Contractors Inc.	Ed Bell Construction Company	J&L Construction, LLC.	Patriot Civil, LLC	Ratliff Hardscape, Ltd	Cole Construction Inc.	Macias Specialty Contracting	Capko Concrete Structures, LLC.
Principal Place of Business (City and State):	**Irving, TX**	Fort Worth, TX	Fort Worth, TX	Aubrey, TX	Rhome, TX	Allen, TX	Dallas, TX	Denton, TX	Prosper, TX	Carrollton, TX	Fort Worth, TX	Arlington, TX	Azle, TX
Description													
Total Base Proposal Amount	**$1,136,000.00**	$1,116,622.60	$1,165,357.00	$1,063,799.35	$1,064,570.00	$1,357,777.00	$1,495,326.33	$1,139,509.31	$1,144,485.00	$1,236,534.00	$1,448,050.00	$1,210,745.10	$1,866,733.00

Contingency 5%:	**$56,800.00**
Contract Total:	**$1,192,800.00**

Evaluation

CSP Criteria	**A&C Construction, Inc.**	C. Green Scaping, LP	The Fain Group	Quality Excavation, Ltd.	2L Construction LLC	Tegrity Contractors Inc.	Ed Bell Construction Company	J&L Construction, LLC.	Patriot Civil, LLC	Ratliff Hardscape, Ltd	Cole Construction Inc.	Macias Specialty Contracting	Capko Concrete Structures, LLC.
Offeror's Key Personnel - 10%	**7.50**	7.00	7.50	8.00	6.00	8.50	8.00	5.00	4.50	4.50	5.00	5.00	5.00
Quality, Reputation, and Ability to Complete Similar Projects on Schedule and Within Budget - 20%	**17.00**	14.00	14.00	15.00	12.00	15.00	15.00	10.00	8.00	11.00	12.00	9.00	11.00
Detailed Schedule and Written Plan - 25%	**22.50**	20.00	20.00	12.50	15.00	16.25	16.25	12.50	15.00	11.25	11.25	2.50	8.75
Offeror's Safety Record - 5%	**4.50**	3.25	3.00	3.75	3.75	4.25	3.00	2.00	1.75	3.00	2.25	2.00	1.50
Price, Total Cost of Ownership - 40%	**37.46**	38.11	36.51	40.00	39.97	31.34	28.46	37.34	37.18	34.41	29.39	35.15	22.79
Total Score:	**88.96**	82.36	81.01	79.25	76.72	75.34	70.71	66.84	66.43	64.16	59.89	53.65	49.04

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH A & C CONSTRUCTION, INC., FOR THE CONSTRUCTION OF THE MCKINNEY SIDEWALK AUDRA TO LOOP 288 PROJECT FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (CSP 8790 – AWARDED TO A & C CONSTRUCTION, INC., IN THE NOT-TO-EXCEED AMOUNT OF $1,192,800.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for the construction of the McKinney Sidewalk Audra to Loop 288 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
8790	A & C Construction, Inc.	$1,192,800.00

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

SECTION 3. That should the City and person submitting approved and accepted items wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

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

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

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

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

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

Docusign City Council Transmittal Coversheet

RFP	8790
File Name	McKinney Sidewalk Audra to Loop 288
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

Initial
LH

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

SECTION 00 52 44
AGREEMENT - CSP

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 A & C 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:

McKinney Sidewalk Audra to Loop 288

CSP 8790 / 230015-1

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 *One Million One Hundred Thirty-six Thousand Dollars and 00/100 Cents ($1,136,000.00)*. At the sole option of the City, five (5) percent contingency in the amount of *Fifty-six Thousand Eight Hundred Dollars and 00/100 Cents ($56,800.00)* may be used for a total not-to-exceed amount of *One Million One Hundred Ninety-two Thousand Eight Hundred Dollars and 00/100 Cents ($1,192,800.00).*

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 *{120}* 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 *{150}* 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 Omitted

4.5 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 *Five Hundred* Dollars ($*500.00*) for each day that expires after such time, until Substantial Completion is achieved.
2. *Final Acceptance*: If Contractor neglects, refuse, or fails to complete the Work within the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.3, for completion and readiness for Final Payment, Contractor shall pay City *Five Hundred* Dollars ($*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 *8790* 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.

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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, 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 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

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.

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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

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

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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.

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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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
A&C CONSTRUCTION, INC.

Signed by:
BY: David Stanfield
98BA093BEC1644A...
AUTHORIZED AGENT

David Stanfield
NAME

Vice President
TITLE

469-921-5568
PHONE NUMBER

david@acconstruction.us
EMAIL ADDRESS

2026-1417638
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
A1370156BC954FC...
SIGNATURE

Seth Garcia
PRINTED NAME

Director of Capital Projects
TITLE

Capital Projects
DEPARTMENT

ATTEST:
INGRID REX, CITY SECRETARY

_____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Signed by:
Leah Bush
2A936B08B5D7485...

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

SECTION 00 41 01

PROPOSAL FORM - CSP

TO: City of Denton
c/o: Purchasing Division
901-B Texas Street
Denton, Texas 76209

FOR: *CSP 8790 - McKinney Sidewalk Audra to Loop 288*

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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

2.7 The Offeror 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 Substantially Complete as defined in the Supplementary Conditions within *[120]* 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 *[150]* 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. Section 00 42 44 – Unit Price Proposal Form – CSP – Excel Electronic Copy (either included in the hard copy Proposal, or submitted via Ionwave)
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.

Total Proposal Amount: $ 1,168,000.00

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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 December 17th, 20 25 by the entity named below.

Respectfully submitted,

By: David Stanfield
(Signature)

David Stanfield
(Printed Name)

Title: Vice President

Company: A&C Construction, Inc.

Address: 1400 W. Irving Blvd., St. 306,
Irving, Texas 75061

State of Incorporation: Texas

Email: david@acconstruction.us

Phone: 469-921-5568

Receipt is acknowledged of the following Addenda:	Initial
Addenda No. 1:	DS
Addenda No. 2:	DS
Addenda No. 3:	DS
Addenda No. 4:	
Addenda No. 5:	

END OF SECTION

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

BAFO PROPOSAL FORM ATTACHMENT

TO: City of Denton
c/o: Purchasing Division
901-B Texas Street
Denton, Texas 76209

FOR: *CSP 8790 – McKinney Sidewalk Audra to Loop 288*

The undersigned Offeror hereby submits this Proposal Form Revision and Best and Final Offer (this "BAFO") for *CSP 8790 – McKinney Sidewalk Audra to Loop 288* and confirms that this BAFO Proposal is based on the project requirements per the CSP documents and any subsequent addenda.

1 Total BAFO Proposal Amount

1.1 Offeror will complete the Work in accordance with the Contract Documents for the following BAFO proposal amount. In the space provided below, please enter the total proposed BAFO amount for this project.

1.2 It is understood and agreed by the Offeror in signing this proposal that the total proposed BAFO 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.

Total BAFO Proposal Amount: $ 1,136,000.00

2 BAFO Proposal Submittal

2.1 It is understood by Offeror that submission of the total BAFO 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.

2.2 This BAFO Proposal is submitted on January 21st, 2026 by the entity named below.

Respectfully submitted,

By: _____
(Signature)

David Stanfield
(Printed Name)

Title: Vice President

Company: A&C Construction, Inc.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

Address: 1400 W. Irving Blvd., St. 306,
Irving, Texas 75061
State of Incorporation: Texas
Email: david@acconstruction.us
Phone: 469-921-5568

END OF SECTION

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

SECTION 00 42 44 - UNIT PRICE PROPOSAL FORM - CSP

City of Denton - Capital Projects
901-B Texas Street
Denton, TX 76209
Attn: Purchasing Dept.

From: A&C Construction, Inc.
1400 W. Irving Blvd., St. 306,
Irving, Texas 75061
David Stanfield
469-921-5568
david@acconstruction.us

PROJ.: **McKinney Sidewalk Audra to Loop 288**

CSP: 8790
ENG PMO: 230015-1

OFFEROR'S APPLICATION - BAFO UNIT PRICE PROPOSAL

Item No.	Spec. Section No.	Description	UOM	BID QTY	BAFO Unit Price	BAFO Extended Price
1	01 70 00	MOBILIZATION	LS	1	$ 70,294.20	$ 70,294.20
2	34 71 13	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	6	$ 2,400.00	$ 14,400.00
3	01 58 13	PROJECT SIGN	EA	2	$ 1,140.00	$ 2,280.00
4	02 41 15	REMOVE ASPHALT & BASE	SY	710	$ 36.00	$ 25,560.00
5	02 41 15	REMOVE CONCRETE SIDEWALK AND RAMPS	SY	351	$ 12.00	$ 4,212.00
6	02 41 15	REMOVE CONCRETE PAVEMENT	SY	123	$ 96.00	$ 11,808.00
7	02 41 15	REMOVE CONCRETE CURB AND GUTTER	LF	186	$ 30.00	$ 5,580.00
8	31 10 00	REMOVE BRUSH & TREES	SY	350	$ 30.00	$ 10,500.00
9	02 41 14	REMOVE RCP	LF	125	$ 30.00	$ 3,750.00
10	02 41 13	REMOVE HEADWALL	EA	4	$ 1,800.00	$ 7,200.00
11	02 41 13	REMOVE ABANDONED UTILITY POLE	EA	1	$ 1,800.00	$ 1,800.00
12	31 23 16	EXCAVATION (UNCLASSIFIED)	CY	14	$ 600.00	$ 8,400.00
13	31 24 00	EMBANKMENT	CY	1,220	$ 60.00	$ 73,200.00
14	32 16 00	SIDEWALK 6" REINFORCED CONCRETE (CLASS A) (REINF W/ #3 BARS AT 18" O.C.E.W)	SY	2,104	$ 90.00	$ 189,360.00
15	32 11 23	2" FLEX BASE (TYPE D)	SY	2,104	$ 12.00	$ 25,248.00
16	32 16 00	TXDOT TYPE 5 RAMP (REVISED IN ADDENDUM 1)	EA	1	$ 4,800.00	$ 4,800.00
17	32 16 00	CURB RAMP 1A	EA	10	$ 1,560.00	$ 15,600.00
18	32 16 00	INSTALL TRUNCATED DOMES	EA	35	$ 120.00	$ 4,200.00
19	32 16 00	DRIVEWAY 8" REINFORCED CONCRETE (CLASS P2) (REINF W/ #4 BARS AT 18" O.C.E.W)	SY	792	$ 108.00	$ 85,536.00
20	32 11 23	6" FLEX BASE (TYPE D)	SY	792	$ 30.00	$ 23,760.00
21	32 16 00	STANDARD CURB & GUTTER	LF	259	$ 42.00	$ 10,878.00
22	32 12 16	ASPHALT TRANSITION	SY	85	$ 180.00	$ 15,300.00
	34 41 11	ADJUST PEDESTRIAN POLE BUTTONS	EA	1	$ 4,080.00	$ 4,080.00
23	26 05 35	ADJUST TRAFFIC GROUND BOX	EA	1	$ 1,680.00	$ 1,680.00
24	33 01 50	ADJUST MANHOLE RISER	EA	1	$ 1,200.00	$ 1,200.00
25	33 01 50	ADJUST WATER VALVE	EA	4	$ 1,200.00	$ 4,800.00
26	34 41 50	INSTALL END OF ROAD BARRICADE	LF	36	$ 66.00	$ 2,376.00
27	34 41 50	RELOCATE SIGN W/ NEW POST ASSEMBLY	EA	5	$ 600.00	$ 3,000.00
28	31 37 00	COMMON STONE RIPRAP (12" DIA)	SY	56	$ 390.00	$ 21,840.00
29	33 14 20	RELOCATE WATER VALVE	EA	1	$ 1,800.00	$ 1,800.00
30	33 14 17	RELOCATE WATER METER	EA	1	$ 1,800.00	$ 1,800.00
31	33 14 40	ADJUST FIRE HYDRANT	EA	1	$ 1,800.00	$ 1,800.00
32	33 14 40	RELOCATE BACK FLOW PREVENTER	EA	1	$ 2,400.00	$ 2,400.00
33	32 13 13	FLUME	SY	36	$ 144.00	$ 5,184.00
34	32 13 13	SIDEWALK SPANNING FLUME	EA	2	$ 4,200.00	$ 8,400.00
35	32 84 00	RELOCATE IRRIGATION VALVE	EA	1	$ 3,360.00	$ 3,360.00
36	33 42 11	18" RCP	LF	418	$ 144.00	$ 60,192.00
37	32 42 23	18" SETP-PD	EA	2	$ 4,200.00	$ 8,400.00
38	33 42 33	YARD INLET	EA	1	$ 7,800.00	$ 7,800.00
39	33 42 33	STD. CURB INLET (10')	EA	1	$ 9,600.00	$ 9,600.00
40	31 25 14	SODDING (BERMUDA)	SY	5,957	$ 9.00	$ 53,613.00
41	31 25 14	4" TOPSOIL	SY	5,957	$ 8.40	$ 50,038.80
42	31 25 14	SILT FENCE (INSTALL/MAINTAIN/REMOVE)	LF	3,638	$ 3.00	$ 10,914.00
43	31 25 14	ROCK CHECK DAM (INSTALL/MAINTAIN/REMOVE)	LF	45	$ 60.00	$ 2,700.00
44	31 25 14	INLET PROTECTION (INSTALL/MAINTAIN/REMOVE)	LF	143	$ 12.00	$ 1,716.00
45	34 41 24	DRILLED SHAFT (24")	LF	128	$ 180.00	$ 23,040.00
46	TXDOT 420	CL C CONC (ABUT)(HPC)	CY	9	$ 1,560.00	$ 14,040.00
47	TXDOT 422	APPROACH SLAB (HPC)	CY	4	$ 1,440.00	$ 5,760.00
48	Special Spec 01	60' PRE-FABRICATED STEEL BRIDGE (CONTECH OR PIONEER)	EA	1	$ 145,800.00	$ 145,800.00
49		IRRIGATION REPAIR (ALLOWANCE)	LS	1	$ 20,000.00	$ 20,000.00
50		UTILITY REPAIR (ALLOWANCE)	LS	1	$ 20,000.00	$ 20,000.00
51		LANDSCAPE REPAIR (ALLOWANCE)	LS	1	$ 20,000.00	$ 20,000.00
52		SIGNING & PAVEMENT MARKING (ALLOWANCE)	LS	1	$ 5,000.00	$ 5,000.00
				BAFO PROPOSAL:		**$1,136,000.00**

McKinney Sidewalk Audra to Loop 288 **TOTAL PROPOSAL: $1,136,000.00**

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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 _____, 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:

A&C Construction Inc.
Company

By: David Stanfield
(Please Print)

1400 W. Irving Blvd Suite 306
Address

Signature: David Stanfield

Irving, TX 75061
City/State/Zip

Title: Vice President
(Please Print)

Date: 11/19/25

END OF SECTION

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

"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.

==========

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.

==========

END OF GENERAL DECISION
"

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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 *McKinney Sidewalk Audra to Loop 288.* 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:

A&C Construction, Inc.
Company

By: David Stanfield
(Please Print)

1400 W. Irving Blvd., St. 306,
Address

Signature: David Stanfield

Irving, Texas 75061
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 David Stanfield, 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 _____ for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of December, 20 25.

CINDY VANESSA FLORES
Notary Public, State of Texas
Comm. Expires 07-27-2028
Notary ID 130756868

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

TABLE OF CONTENTS

Page

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY 1
1.01 Defined Terms 1
1.02 Terminology 6
ARTICLE 2 – PRELIMINARY MATTERS 7
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance 7
2.02 Copies of Documents 7
2.03 Before Starting Construction 7
2.04 Preconstruction ConferenceMeeting 8
2.05 Public Meeting 8
2.06 Initial Acceptance of Schedules 8
2.07 Electronic Submittals and Transmittals 8
ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE 8
3.01 Intent 8
3.02 Reference Standards 9
3.03 Reporting and Resolving Discrepancies 9
3.04 Requirements of the Contract Documents 10
3.05 Reuse of Documents 10
ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK 11
4.01 Commencement of Contract Time; Notice to Proceed 11
4.02 Starting the Work 11
4.03 Delays in Contractor's Progress 11
ARTICLE 5 – SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS 12
5.01 Availability of Lands 12
5.02 Use of Site and Other Areas 13
5.03 Subsurface and Physical Conditions 14
5.04 Differing Subsurface or Physical Conditions 15
5.05 Underground Facilities 16
5.06 Hazardous Environmental Conditions at Site 17

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

ARTICLE 6 – BONDS AND INSURANCE 18
6.01 Licensed Sureties and Insurers 18
6.02 Performance, Payment, and Maintenance Bonds 18
6.03 Certificates of Insurance 19
6.04 Contractor's Insurance 21
6.05 Acceptance of Bonds and Insurance; Option to Replace 22
ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES 22
7.01 Contractor's Means and Methods of Construction 22
7.02 Supervision and Superintendence 22
7.03 Labor; Working Hours 23
7.04 Services, Materials, and Equipment 23
7.05 Project Schedule 24
7.06 "Or Equals" 24
7.07 Substitutions 25
7.08 Concerning Subcontractors and Suppliers 27
7.09 Wage Rates 28
7.10 Patent Fees and Royalties 29
7.11 Permits and Utilities 29
7.12 Taxes 30
7.13 Laws and Regulations 30
7.14 Record Documents 31
7.15 Safety and Protection 31
7.16 Hazard Communication Programs 32
7.17 Emergencies and/or Rectification 32
7.18 Submittals 33
7.19 Continuing the Work 34
7.20 Contractor's General Warranty and Guarantee 34
7.21 Indemnification 35
7.22 Delegation of Professional Design Services 36
7.23 Right to Audit 36
7.24 Nondiscrimination 37
ARTICLE 8 – OTHER WORK AT THE SITE 37
8.01 Other Work 37
8.02 Coordination 38

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

8.03 Legal Relationships 38
ARTICLE 9 – CITY'S RESPONSIBILITIES 39
9.01 Communications to Contractor 39
9.02 Furnish Data 39
9.03 Pay When Due 39
9.04 Lands and Easements; Reports, Tests, and Drawings 39
9.05 Change Orders 39
9.06 Inspections, Tests, and Approvals 39
9.07 Limitations on City's Responsibilities 39
9.08 Undisclosed Hazardous Environmental Condition 39
9.09 Compliance with Safety Program 39
ARTICLE 10 – CITY'S OBSERVATION DURING CONSTRUCTION 40
10.01 City's Project Manager or Duly Authorized Representative 40
10.02 Visits to Site 40
10.03 Determinations for Work Performed 40
10.04 Decisions on Requirements of Contract Documents and Acceptability of Work 40
ARTICLE 11 – CHANGES IN THE WORK; CLAIMS; EXTRA WORK 41
11.01 Amending and Supplementing the Contract 41
11.02 Execution of Change Orders 41
11.03 Field Orders 41
11.04 Authorized Changes in the Work – Extra Work 41
11.05 Unauthorized Changes in the Work 41
11.06 Dispute of Extra Work 42
11.07 Contract Claims Process 42
11.08 Change of Contract Price 43
11.09 Change of Contract Time 44
11.10 Notification to Surety 44
ARTICLE 12 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK; PLANS QUANTITY MEASUREMENT 45
12.01 Cost of the Work 45
12.02 Allowances 48
12.03 Unit Price Work 48
12.04 Plans Quantity Measurement for Unclassified Excavation or Embankment 49

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK 50
13.01 Access to Work 50
13.02 Tests, Inspections 50
13.03 Defective Work 51
13.04 Rejecting Defective Work 51
13.05 Acceptance of Defective Work 52
13.06 Uncovering Work 52
13.07 City May Stop the Work 52
13.08 City May Correct Defective Work 53
ARTICLE 14 – PAYMENTS TO CONTRACTOR; COMPLETION; CORRECTION PERIOD 53
14.01 Progress Payments 53
14.02 Contractor's Warranty of Title 56
14.03 Partial Utilization 56
14.04 Final Inspection 57
14.05 Final Acceptance 57
14.06 Final Payment 57
14.07 Final Completion Delayed and Partial Retainage Release 58
14.08 Waiver of Claims 58
14.09 Correction Period 58
ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION 59
15.01 City May Suspend Work 59
15.02 City May Terminate for Cause 60
15.03 City May Terminate for Convenience 61
ARTICLE 16 – FINAL RESOLUTION OF DISPUTES 63
16.01 Methods and Procedures 63
ARTICLE 17 – MISCELLANEOUS 64
17.01 Giving Notice 64
17.02 Computation of Times 64
17.03 Cumulative Remedies 64
17.04 Limitation of Damages 64
17.05 No Waiver 65
17.06 Survival of Obligations 65
17.07 Assignment of Contract 65

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

17.08 Successors and Assigns 65
17.09 Headings 65

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract or in other Contract Documents, the terms listed below have the meanings indicated which are applicable to both the singular and plural thereof, and words denoting gender shall include the masculine, feminine and neuter. When used in a context consistent with the definition of a listed-defined term, the term shall have a meaning as defined below whether capitalized or italicized or otherwise. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument titled "Agreement", "Agreement – CSP", or "Agreement – Unit Price Bid" executed by the City and Contractor for the Work, setting forth the name of the Project, Contract Price, Contract Time and the items included in the Contract.

3. *Application for Payment*—The form acceptable to City which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Award*—Authorization by the City Council for the City to enter into an Agreement.

6. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. The term "Bid" shall be defined to include the term "Proposal" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid.

7. *Bidder*—The individual or entity that submits a Bid directly to City. The term "Bidder" shall be defined to include the terms "Proposer" or "Offeror" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid.

8. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda). The term "Bidding Documents" shall be defined to include the terms "Proposal Documents" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid.

9. *Bidding Requirements*—The Advertisement or Invitation to Bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments. The term "Bidding Requirements" shall be defined to include the terms "Proposal Requirements" in those instances where the City utilizes a Request for Proposal rather than an Invitation for Bid and will include the Request for Proposal or Invitation to Offerors, Instructions to Offerors, Offerors Bond or other Proposal security, if any, the Proposal Form, and the Proposal with any attachments.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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 minimum value as oulined in Section 00 43 38 - Proposed Subcontractors Form, 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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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;

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

and shall implement, erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify City; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of City's safety programs, if any.

H. Contractor shall inform City in advance in writing of the specific requirements of Contractor's safety program with which City's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed and City has issued a Letter of Final Acceptance.

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.16 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws and Regulations.

7.17 *Emergencies and/or Rectification*

A. In the event of threatened or actual emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to immediately act to prevent damage, injury, or loss. Contractor shall give City prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency or are required as a result of Contractor's response to an emergency. If City determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Change Order may be issued.

B. Should the Contractor fail to respond to a request from the City to rectify any discrepancies, omissions, or correction necessary to conform with the requirements of the Contract Documents, the City shall give the Contractor written notice that such work or changes are to be performed. The written notice shall direct attention to the discrepant condition and request the Contractor to take remedial action to correct the condition. In the event the Contractor does not take proper action within 24 hours to fulfill this written request or fails to show just cause for not taking the proper action, within 24 hours, the City may take such remedial action with City resources or by contract. The City shall deduct an amount equal to the entire cost for such remedial action, plus 25% from any funds due or to become due the Contractor on the Project.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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;

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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.**

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

Contractor's Work except for latent defects and deficiencies in such other work that could not have been discovered through a proper inspection.

F. The provisions of this Article 8 are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with City, or that is performed without having been arranged by City. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.03.D.3.

8.02 *Coordination*

A. If City intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with City's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, City shall have authority for such coordination.

8.03 *Legal Relationships*

A. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of City, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. When City is performing other work at or adjacent to the Site with City's employees, Contractor shall be liable to City for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by City as a result of Contractor's failure to take reasonable and customary measures with respect to City's other work.

B. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any Damage Claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, City, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify, defend and hold harmless City and Engineer, and the officers, elected and appointed officials, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

ARTICLE 9 – CITY'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in the Supplementary Conditions, City shall issue all communications to Contractor.

9.02 *Furnish Data*

A. City shall promptly furnish the data required of City under the Contract Documents.

9.03 *Pay When Due*

A. City shall make payments to Contractor when they are due in accordance with and subject to the provisions of Article 14.

9.04 *Lands and Easements; Reports, Tests, and Drawings*

A. City's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Article 5 refers to City's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by City in preparing the Contract Documents.

9.05 *Change Orders*

A. City's responsibilities with respect to Change Orders are set forth in Article 11.

9.06 *Inspections, Tests, and Approvals*

A. City's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.02.DD.

9.07 *Limitations on City's Responsibilities*

A. The City shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. City will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.08 *Undisclosed Hazardous Environmental Condition*

A. City's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.09 *Compliance with Safety Program*

A. While at the Site, City's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which City has been informed in advance in writing pursuant to Paragraph 7.15.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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 9.07. Particularly, but without limitation, during or as a result of City's visits or observations of Contractor's Work, City will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Determinations for Work Performed*

A. As applicable, Contractor will determine the actual quantities and classifications of Work performed.. City's Project Manager or duly authorized representative will review with Contractor the preliminary determinations on such matters before rendering a written recommendation. City's written decision will be final (except as modified to reflect changed factual conditions or more accurate data).

10.04 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. City will be the interpreter of the requirements of the Contract Documents and judge the acceptability of the Work thereunder.

B. City will render a written decision on any issue referred.

C. City's written decision on the issue referred will be final and binding on the Contractor, subject to the provisions of Paragraph 11.07.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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:

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

ARTICLE 12 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK; PLANS QUANTITY MEASUREMENT

12.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term "Cost of the Work" means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 12.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: The term, "Cost of the Work" means the sum of all costs, except those excluded in Paragraph 12.01.C, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work is covered by a Change Order, the costs reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work. Such costs shall be in amounts no higher than those calculated based on the prevailing wage rates contained in the Contract Documents, shall not include any of the costs itemized in Paragraph 12.01.C, and may include as applicable, but not be limited to the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by City and Contractor. Such employees shall include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs shall include, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours on Business Days, during Weekend Working Hours, or on a state or federal holiday observed by the City, shall be included in the above to the extent authorized by City.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith.

3. Rentals of all construction equipment and machinery and the parts thereof, whether rented from Contractor or others, in accordance with rental agreements approved in writing by City, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. and the Contract Documents. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

4. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by City, Contractor shall obtain competitive bids from subcontractors acceptable to City . Contractor shall deliver such bids to City, which will then determine, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 12.01 and Paragraph 11.08.C.

5. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work and specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.01.B.1 or otherwise specifically included in the Contract.

6. Supplemental costs consisting of the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, and temporary office or facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations, excluding those taxes for which an exemption is available as described in Paragraph 7.12.

    d. Deposits lost for causes other than the negligence or willful misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    e. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work, provided such losses and damages have resulted from causes other than the negligence or willful misconduct of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of CityCity. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

    f. The cost of utilities, fuel, and sanitary facilities at the Site.

    g. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

    h. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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;

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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;

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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 a 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

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

and profit on such Work calculated and determined in accordance with the Contract Documents;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses calculated and determined in accordance with the Contract Documents; and

3. reasonable expenses directly attributable to reasonable and necessary wind-down and termination activities, without any overhead or profit.

G. In the event of the failure of the Contractor and City to agree upon the whole amount to be paid to the Contractor by reason of the termination of the Work, the City shall determine, on the basis of information submitted and available to it, the amount, if any, due to the Contractor by reason of the termination and City shall pay to the Contractor the amounts so determined. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of, related to or resulting from such termination.

ARTICLE 16 – RESOLUTION OF DISPUTES

16.01 *Methods and Procedures*

A. Either City or Contractor may request mediation of any Contract Claim submitted for a decision under Paragraph 11.07 before such decision becomes final and binding. The request for mediation shall be submitted to the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 11.07.E.

B. City and Contractor shall participate in the mediation process in good faith. The process shall be commenced within 60 calendar days of filing of the request.

C. The parties shall agree on a mediator; however, if they cannot agree within 14 calendar days then the Denton County Alternative Dispute Resolution Program ("DCAP") shall appoint a mediator. The mediation session shall be held within 45 days of the retention of the mediator, and last for at least one full mediation day, before any party has the option to withdraw from the process. The parties may agree to continue the mediation process beyond one day, until there is a settlement agreement, or one party, or the mediator, states that there is no reason to continue because of an impasse that cannot be overcome and sends a "notice of termination of mediation." All reasonable efforts will be made to complete the mediation within 30 days of the first mediation session. All costs of mediation shall be borne equally by the parties.

D. All communications, both written and oral, during Phases A and B are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process.

E. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

Local Government Code and the City shall not be liable for any consequential damages, exemplary damages or damages for unabsorbed home office overhead.

17.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

B. The City has not waived its sovereign immunity except as expressly set forth in Subchapter I, Chapter 271 of the Texas Local Government Code or as expressly waived by other statute.

17.06 *Survival of Obligations*

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and Final Acceptance of the Work or termination of the Contract or of the services of Contractor.

17.07 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

17.08 *Successors and Assigns*

A. City and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

17.09 *Governing Law*

A. The Contract shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles.

17.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

SECTION 00 73 01

SUPPLEMENTARY CONDITIONS - CSP
TO
GENERAL CONDITIONS

Supplementary Conditions

These Supplementary Conditions modify and supplement Section 00 72 00 - General Conditions, and other provisions of the Contract Documents as indicated below. All provisions of the General Conditions that are modified or supplemented remain in full force and effect as so modified or supplemented. All provisions of the General Conditions which are not so modified or supplemented remain in full force and effect.

Defined Terms

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meaning assigned to them in the General Conditions, unless specifically noted herein.

Modifications and Supplements

The following are instructions that modify or supplement specific paragraphs in the General Conditions and other Contract Documents.

SC-1.01 "Defined Terms"

The following Terms listed in the General Conditions are modified as follows:

Bid – See Proposal.

Bidder – See Offeror.

Bidding Documents – See Proposal Documents.

Bidding Requirements – See Proposal Requirements.

The following Terms are added to the General Conditions as follows:

Competitive Sealed Proposals – A procurement method by which a governmental entity requests proposals, evaluates and ranks the Offerors, and negotiates a contract with a general contractor for the construction, rehabilitation, alteration, or repair of a facility.

Daily Value – The City-determined value in dollars as indicated in the Proposal Form as the value of one Day for the purposes of determining the Incentive (if applicable) for Substantial Completion relative to the Contract Time and achievement of Substantial Completion.

Offeror – The individual or entity that submits a Proposal directly to City.

Proposal – The offer or proposal of an Offeror submitted in accordance with the requirements set forth in the Instructions to Offerors.

Proposal Documents – The Proposal Requirements and the Proposed Contract Documents.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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

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.

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 *[May 5, 2025]*:

Outstanding Right-Of-Way, and/or Easements to Be Acquired

PARCEL NUMBER	OWNER	TARGET DATE OF POSSESSION
33779	Cagle, Shawn	Sept 2025
106202	Denton Housing Authority	Sept 2025
106202	Denton Housing Authority	Sept 2025

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"

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 *[May 5, 2025]*

EXPECTED OWNER	UTILITY AND LOCATION	TARGET DATE OF ADJUSTMENT

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

EXPECTED OWNER	UTILITY AND LOCATION	TARGET DATE OF ADJUSTMENT
AT&T	Comm Ground Box (STA 3+41.08, OFF 3.73' SW align)	June 2025
Atmos	Gas Meter (STA 3+48.92, OFF 14.14' SW align)	June 2025
Atmos	Gas Valve (STA 3+74.25, OFF 5.4' SW align)	June 2025
Atmos	3" Line at STA 2+20 +/- w/ .57' clearance for storm	June 2025
Frontier	Telephone Ground Vault (STA 3+63.22, OFF 10.27' SW align)	June 2025
City of Denton	Adjust Water Valves and Meters (STA 4+60 to 6+17, SW align)	June 2025

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 investigation* titled *McKinney Street Pedestrian Bridge Geotechnical Engineering Report*, dated July 17, 2024, prepared by *GEOTEX Engineering #G24-2002* a sub-consultant of *Westwood Professional Services,* a consultant of the City, providing additional information on *geotechnical investigation of area of pedestrian bridge.*

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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

(1) City
(2) Consultant: *Westwood Professional Services, Inc.*
(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.

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. Split limits are acceptable if limits are at least:

SC-6.04D., "Contractor's Insurance"

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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*

____ *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.

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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 *$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:

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 *November, 2025*

Contractor to obtain building permit for inspection of backflow at Mack Park

Outstanding Permits and/or Licenses to Be Acquired

OWNER	PERMIT OR LICENSE AND LOCATION	TARGET DATE OF POSSESSION
None		

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

SC-8.02., "Coordination"

The individuals or entities listed below have contracts with the City for the performance of other work at the Site:

None

Vendor	Scope of Work	Coordination Authority
Denton Municipal Parks Dept	*Ex water service, valve, and back flow preventer to be relocated*	*craig.arrington@cityofdenton.com, bryan.kirby@cityofdenton.com*
Atmos	*Ex gas meter and valve to be relocated. Additional gas relocations may be required; Atmos will perform all the relocation work.*	*Atmos* *Omar Campos* *Anibal.Campos@atmosenergy.com*
Frontier	*Telecomm manhole to be raised to new grade.*	*Mike Wilburn* *Michael.a.wilburn@ftr.com* *(Frontier) 682-305-6379* *Cory Williamson* *Cory.r.williamson@ftr.com* *(Frontier) 940-3674473* *Heath Allen* *Heath.Allen@mastec.com (Mastec)* *214-585-1418*
AT&T	*Comm ground box to be removed and line lowered prior to construction.*	*AT&T* *Eric Williams* *Ew8574@att.com*
Flock Safety	*Flock pole to be removed and relocated during construction. Flock pole may get put back in place following construction.*	*Customer Support* *866-901-1781*

SC-9.01, "Communications to Contractor"

SC-10.01B., "City's Project Manager"

The City's Project Manager for this Contract is *Dante Hale*, or his/her successor pursuant to **written notification from the City Engineer.**

SC-13.02B., "Tests and Inspections"

Development services will need to inspect the backflow at Mack Park. A building permit will need to be obtained by contractor. The testing of the backflow after installation will need to be completed by Criag.arrington@cityofdenton.com or Bryan Kirby bryan.kirby@cityofdenton.com. Contractor to coordinate with City staff

SC-14.01G, "Reduction in Payment"

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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

Revision Log		
DATE	**NAME**	**SUMMARY OF CHANGE**

Docusign Envelope ID: 2A00253A-9FD0-4E2F-903D-546478B2816A

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.**

A&C 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 wholm 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 David Stanfield — 12/17/25

Signature of vendor doing business with the governmental entity — Date

3 **END OF SECTION**

Certificate Of Completion

Envelope Id: 2A00253A-9FD0-4E2F-903D-546478B2816A
Status: Sent
Subject: Please DocuSign: City Council Contract 8790 McKinney Sidewalk Audra to Loop 288
Source Envelope:
Document Pages: 103
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
2/6/2026 8:08:25 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: 2/6/2026 12:02:36 PM Viewed: 2/6/2026 12:02:48 PM Signed: 2/6/2026 12:03:02 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: 2/6/2026 12:03:04 PM Viewed: 2/6/2026 12:49:09 PM Signed: 2/6/2026 12:49:50 PM
Leah Bush leah.bush@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/6/2026 3:17:25 PM ID: 3b01dd62-cf8f-4ac1-bde2-fa37e264b12a	Signed by:  2A936B08B5D7485... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 2/6/2026 12:53:56 PM Viewed: 2/6/2026 3:17:25 PM Signed: 2/6/2026 3:23:39 PM
David Stanfield david@acconstruction.us Vice President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/6/2026 3:26:36 PM ID: b5476c32-de1d-4346-8930-1c4b87877f1a	Signed by:  98BA093BEC1644A... Signature Adoption: Pre-selected Style Using IP Address: 2603:8080:c401:b5d3:4ccc:12e5:d997:aae5	Sent: 2/6/2026 3:23:42 PM Viewed: 2/6/2026 3:26:36 PM Signed: 2/6/2026 3:27:07 PM

Signer Events	Signature	Timestamp
Seth Garcia Seth.Garcia@cityofdenton.com Director of Capital Projects Security Level: Email, Account Authentication (None)	Signed by:  A13701F6BC954FC... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 2/6/2026 3:27:10 PM Viewed: 2/6/2026 3:28:20 PM Signed: 2/6/2026 3:28:42 PM
Electronic Record and Signature Disclosure: Accepted: 2/6/2026 3:28:20 PM ID: 3bd3c497-63b5-4dd3-9e3c-086296b83ec2		
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: 2/6/2026 3:28:47 PM Viewed: 2/6/2026 4:01:05 PM Signed: 2/6/2026 4:01:14 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: 2/6/2026 4:01:17 PM
Sara Hensley sara.hensley@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

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Intermediary Delivery Events	Status	Timestamp

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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: 2/6/2026 12:03:05 PM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 2/6/2026 12:53:59 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: 2/6/2026 3:28:46 PM Viewed: 2/9/2026 11:09:00 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Dante Hale dante.hale@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/6/2026 10:39:35 AM ID: 291135a4-75c7-42fb-acd0-cb646d8b383d		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps

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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:
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To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
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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.
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City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: March 3, 2026

SUBJECT

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 of state-certified real estate appraisers for various City projects within the City of Denton for the Real Estate Department; and providing an effective date (RFQ 8955 – for a three (3) year term).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

Per federal, state, and local laws, municipalities must obtain independent market appraisals before purchasing real property. The City of Denton Real Estate team routinely engages licensed appraisers to provide professional appraisal services for land and easement acquisitions in support of Capital Improvement Projects and City-wide initiatives. Real Estate has engaged appraisers with an average annual spend of $42,000.

The request for qualifications aims to provide a pre-qualified list of approved appraisal firms from which the Real Estate department can select appraisers for specific projects. This should enhance the City's ability to move capital improvement and various real estate projects forward from concept to reality more efficiently by streamlining the appraiser engagement process. The approved real estate appraisal firms will be selected based on their economical and expeditious availability, and according to procurement guidelines.

It is intended that this method of qualifying appraisal firms for current and future capital/citywide projects will be repeated every three (3) years and is eligible for use by any City of Denton departments and divisions when these services are required.

Request for Qualifications (RFQ) for professional real estate appraisal services was sent to 260 prospective firms for these services, including four (4) Denton firms. In addition, the RFQ was placed on the Procurement website for prospective respondents to download and advertised in the local newspaper. Fourteen (14) statements of qualifications (SOQ) were received. The SOQs were evaluated based on published criteria, including identification and understanding of the City's requirements, past performance, experience, key personnel, and ability to meet schedules for each category of service. All firms scoring 80

or higher were placed on the list. The evaluation team is recommending approval of the list with fourteen (14) qualified firms.

NIGP Code Used for Solicitation:	946 - (Service Only) - Financial Services
Notifications sent for Solicitation sent in IonWave:	260
Number of Suppliers that viewed Solicitation in IonWave:	26
HUB-Historically Underutilized Business Invitations sent out:	40
SBE-Small Business Enterprise Invitations sent out:	60
Responses from Solicitation:	14

RECOMMENDATION

Recommend approval of a pre-qualified professional services list of state-certified real estate appraisers for various City projects within the City of Denton for the Real Estate Department as reviewed and qualified by City staff.

ESTIMATED SCHEDULE OF PROJECT

This is a three (3) year term.

FISCAL INFORMATION

No funds are requested or required to be spent as part of this approval. Individual contracts will be negotiated with each firm. These services will be funded from various project accounts as project jobs are created and funded. Requisitions will be entered on an as-needed basis.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Evaluation Sheet
Exhibit 3: Ordinance

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

For information concerning this acquisition, contact: Deanna Cody, 940-349-8252.

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

Exhibit 2

RFQ 8955 - Evaluation Sheet for a Prequalified Real Estate Appraisal Services

Supplier	Rank	Score	Identification and understanding of the City's requirements for this project - 20%	Past Performance, experience, capabilities, qualifications, and references on projects of this magnitude - 30%	Ability to meet schedules for each category of service submitted upon - 40%	Key personnel and Project Team available for work categories submitted - 10%
CBRE, Inc.	1	**90.00**	18.00	27.00	36.00	9.00
Integra Realty Resources Fort Worth	2	**89.50**	18.00	27.00	36.00	8.50
Texas Appraisal Team	3	**89.00**	17.00	27.00	36.00	9.00
Pyles Whatley Corporation	4	**88.50**	18.00	25.50	36.00	9.00
BBG, Inc.	5	**87.00**	18.00	24.00	36.00	9.00
Interstate Professional Group	6	**85.50**	16.00	25.50	36.00	8.00
Cushman & Wakefield, Inc.	7	**84.50**	17.00	25.50	34.00	8.00
Angel Valuation Services, LP	8	**83.50**	17.00	24.00	34.00	8.50
Commercial Appraisal Associates	9	**83.00**	17.00	24.00	34.00	8.00
Titan Commercial Valuation	10	**82.00**	17.00	24.00	32.00	9.00
Todd Property Advisors, Inc.	11	**82.00**	16.00	25.50	34.00	6.50
Dan Wright, MAI	12	**81.50**	17.00	27.00	32.00	5.50
Valbridge Property Advisors	13	**81.00**	16.00	24.00	32.00	9.00
Atrium Real Estate Services	14	**80.00**	16.00	24.00	32.00	8.00

ORDINANCE NO. _____

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 OF STATE-CERTIFIED REAL ESTATE APPRAISERS FOR VARIOUS CITY PROJECTS WITHIN THE CITY OF DENTON FOR THE REAL ESTATE DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE (RFQ 8955 – FOR A THREE (3) YEAR TERM).

WHEREAS, the City of Denton, Texas (the "City") desires to have a pool of professional firms ready to serve as contractors to provide the City with project management services on a continuing contract basis; and

WHEREAS, on November 5, 2025, the City issued a *Request for Qualifications No. 8955, Pre-Qualified Professional Services for Appraisal Services* ("RFQ") for a pre-qualified professional services list of state-certified real estate appraisers for various City projects within the City of Denton for the Real Estate Department, as detailed in the RFQ; and

WHEREAS, in response to the RFQ, which was in accordance with the provisions of Texas Government Code, Chapter 2254, the City evaluated each submission in accordance with selection criteria in order to determine the most qualified firms to provide the services; and

WHEREAS, the City staff has prepared a list attached as Exhibit "A" representing those firms whose qualifications and references demonstrated to be the most advantageous to the City; and

WHEREAS, awards to a professional firm on the list, which exceed the City Manager's delegation authority, will be brought to the City Council in compliance with all procurement statutes and local ordinances, considering the importance of price and other evaluation factors in the RFQ; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the City Council finds that the selection of firms for the provision of services, pursuant to the terms, conditions, and specifications contained in the RFQ, should be approved and is in the best interest of the citizens of the City of Denton; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Council of the City of Denton, Texas, hereby approves the selection of professional contractors, which pre-qualified list is attached hereto as Exhibit "A" and incorporated by reference herein, for the provision of social services on a continuing contract basis with the City of Denton, and pursuant to the *Request for Qualifications No. 8955, Pre-Qualified Professional Services for Appraisal Services.*

SECTION 2. Any formal written agreement as a result of the acceptance, approval, and awarding of the proposals from the RFQ must be done in accordance with the procurement statutes and local ordinances; provided that, the City Manager, or their designee, may take any actions that may be required or permitted to be performed within their previously delegated authority.

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:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

EXHIBIT A

RFQ 8955 – Prequalification for Appraisal Services

Supplier	Rank	Score
CBRE, Inc.	1	**90.00**
Integra Realty Resources Fort Worth	2	**89.50**
Texas Appraisal Team	3	**89.00**
Pyles Whatley Corporation	4	**88.50**
BBG, Inc.	5	**87.00**
Interstate Professional Group	6	**85.50**
Cushman & Wakefield, Inc.	7	**84.50**
Angel Valuation Services, LP	8	**83.50**
Commercial Appraisal Associates	9	**83.00**
Titan Commercial Valuation	10	**82.00**
Todd Property Advisors, Inc.	11	**82.00**
Dan Wright, MAI	12	**81.50**
Valbridge Property Advisors	13	**81.00**
Atrium Real Estate Services	14	**80.00**

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

DCM: Cassey Ogden

DATE: March 3, 2026

SUBJECT

Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a request for a Certificate of Design Consistency for a new two-story addition above the eastern portion of the structure facing S Austin Street and including modifications to the western and northern facades of the third floor of the existing structure facing S Locust Street and E Hickory Street at 101 S Locust Street, which is within the Denton Square Overlay Zoning District, and legally described as Parcels 1 and 2 of Block 8 of the Original Town of Denton, 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 severability, and establishing an effective date. (DCC25-0007, Wells Fargo Addition and Modifications, Cameron Robertson)

BACKGROUND

The applicant, Jonathan King, on behalf of the property owner, SB Wells Downtown LLC, is requesting a Certificate of Design Consistency (DCC) to construct a new two-story addition, including modifications to the third floor of the existing structure at 101 S Locust Street, which is within the Denton Square District (DSD) Overlay Zoning District. Although the property around the courthouse square is zoned Mixed-Use Downtown (MD), the DSD overlay was adopted in 2019 with the specific purpose of preserving and building upon the historic character of the area around the Denton County courthouse square. The DSD overlay standards establish the DCC process for review of modifications and new construction within the DSD boundaries.

The existing Wells Fargo Building was initially completed and opened in 1962 as a 3-story First State Bank building; however, it was designed from the beginning to support the addition of more stories over time. Subsequently, as planned, the second phase of the project, a 5-story addition, was completed, with the now 8-story building celebrating its grand opening in 1974. At the time in 1974, as many as three more phases of development were planned or under consideration for the (then) First State Bank complex. These included a multistory parking garage across Walnut Street to the south, a pedestrian bridge over Walnut Street to connect the bank to the garage, and, finally, a possible 12-story tower on the east side of the original main building. However, while many additions to the existing structure were planned, to this point, none have been constructed. The current 8-story Wells Fargo building is a non-contributing structure to the National Register's Denton County Courthouse Square Historic District.

The new addition is proposed on the east side of the existing Wells Fargo building, where there is currently a lower, two-story section connected to the 8-story main tower (location shown via orange outline in image below). The new construction would add on to the lower, existing two stories with an additional section featuring large picture windows set in matte black steel framing. This additional new section, while technically submitted as two stories, would actually be divided into one new full

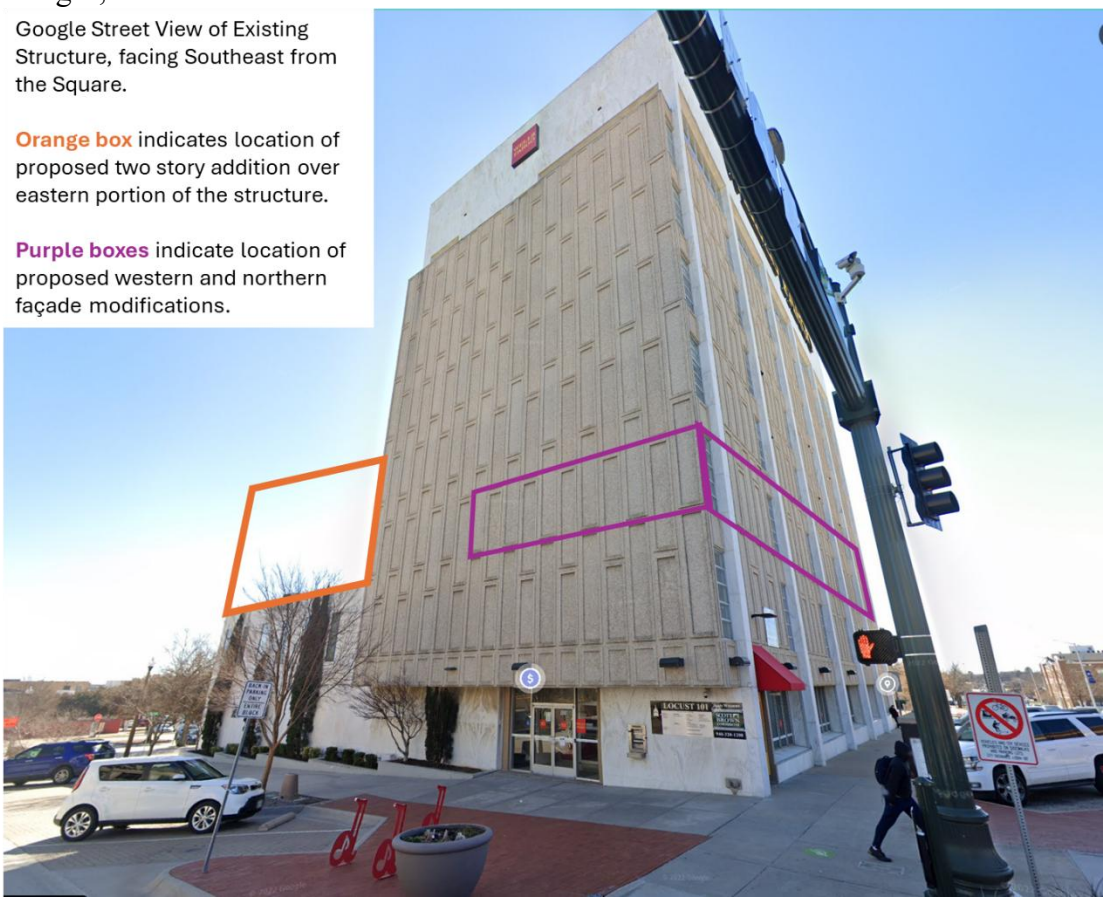
floor and a mezzanine

above. Landscaping trellises are also proposed to be added to the exterior of the existing lower eastern two stories, which would be used to create artificial ivy-covered "green walls" while retaining the existing underlying paneling. On the west façade and half of the north façade of the main 8-story tower, a row of the existing concrete panels on the third floor would be replaced by a row of new single-pane windows (location shown via purple outlines in image below). The proposed windows, trimmed in black matte aluminum, would be narrow, aligning with the width of the existing concrete paneling above and below. The main tower facades facing the Square would be otherwise unchanged. Refer to Exhibit 3 – Certificate of Design Consistency Application, which includes copies of the building plans and renderings of the proposed changes, for more information.

Google Street View of Existing Structure, facing Southeast from the Square.

Orange box indicates location of proposed two story addition over eastern portion of the structure.

Purple boxes indicate location of proposed western and northern façade modifications.



The Historic Preservation Officer (HPO) reviews DCCs for compliance with the applicable architectural standards of the DSD zoning overlay. Additionally, the HPO reviews proposed changes to any structure in the National Register District for compliance with The Secretary of Interior's Standards for the Treatment of Historic Properties. Staff's review of the DDC and Secrtary of the Interior's standards is provided in the Considerations section below.

If the DCC is approved by City Council, the next step for the applicant is to submit a permit application for the proposed project. During the review of the permit application, staff will ensure that the dimensional and development standards of the DDC and the requirements of City Building Codes are met.

CONSIDERATIONS

Section 4.10.7 of the DDC specifies the architectural requirements in the Denton Square District. Below are the relevant architectural requirements that apply to the subject application:

DDC Subsection 4.10.7B. Building Orientation, Setback, Frontage, and Height Standards

New building facades and additions to facades on the Mews Streets must not exceed a maximum of

three (3) stories, nor exceed a maximum of sixty-five (65) feet in height.

The total proposed façade on S Austin Street, a mews street, will not exceed the maximum of sixty-five feet in height. As shown in Exhibit 3, through modifications to the existing façade that enhance the visual prominence of the existing single sets of windows, from S Austin Street the proposed finished building will have the appearance of three stories, with a clearly distinguished existing base level defined by the ivy-covered trellises and the canopy extended over the windows and entrance. Moreover, the addition, while it will appear visually to be two stories above one base story, is actually internally one story with a mezzanine above.

DDC Subsection 4.10.7C. Façade Standards

All new buildings, or new floors added to an existing building, must create a clear visual differentiation between the first and second floor, using one or more of the following elements, which must comply with all applicable Design Standards for such elements:

i. Change in depth
ii. Columns or posts
iii. Transom Windows
iv. Awnings
v. Changes in materials, including a horizontal trim line of different material between the first and second floors.
vi. Other elements of architectural relief may be approved by the Director if they are determined to meet the Overall Purpose and Intent of the District.

The proposed addition, while not specifically addressing differentiation between the first and second floor, does create visual differentiation between the existing building base and the new floors (really, one floor with an upper mezzanine) to be added, including a clear change in material delineated by a horizontal line of black trim at the base of the addition, as well as a small but noticeable change in building depth created by setting the lower level of the new addition back from the upper edges of the existing building. As described above, the addition of the ivy-covered trellises, the placement of the awning, and the single level of windows on the existing building all contribute to the existing building presenting as a single-story base under the new addition.

New façades must conform to the following material standards. Façade projects that incorporate unlisted materials may be submitted for review; the Director shall approve or disapprove unlisted materials based on compliance with the Purpose and Overall Intent.

i. Primary materials are limited to the following:
    a. Brick
    b. Stone or stone veneer
    c. Wood
    d. Cement composite board
    e. Tile – terra cotta, porcelain, or ceramic
    f. Stucco above the first (ground) floor
ii. The following material may be used as accents and trim:
    a. All primary materials listed above
    b. Metal – galvanized, painted, or ornamental
    c. Pre-cast masonry (trim and cornice only)
    d. EIFS (exterior insulation and finish system) above the first floor
    e. Concrete fiber simulated wood siding
iii. Inappropriate materials
    a. Vinyl or aluminum siding
    b. Mirrored glass
    c. Stucco above the first (ground) floor

d. EIFS on the first (ground) floor

The proposed addition is compliant with façade materials requirements, given that the metal framing and cladding of the addition functions visually as an accent and trim, rather than as a primary material, and metal is permitted as an accent or trim material. While the proposed artificial ivy is not a listed material in the DSD, staff is not opposed to the use of the unique material for a building fronting a mews street. Since this DCC requires Council, rather than Director, approval, the final approval or denial of this unlisted material is Council's decision.

Secretary of Interior's Standards

The existing structure at 101 S Locust Street, though a non-contributing structure, is located within the National Register's Denton County Courthouse Square Historic District. Therefore, the proposed project is subject to review under The Secretary of Interior's Standards for the Treatment of Historic Properties (The Standards) to ensure that there would be no significant impacts on the historic district. The Standards for Rehabilitation apply to the proposed project, while the Standards for Preservation, Reconstruction, and Restoration do not apply. Below are the Secretary of the Interior's Standards for Rehabilitation requirements.

Standards for Rehabilitation

Definition: *Rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.*

1. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

   The proposed addition of a floor and an upper mezzanine will be added on to the top of the lower eastern section of the existing building. The new addition will retain the existing building and not destroy nor remove historic materials, features, or spatial relationships that are key characteristics of the property. At the same time, the addition will be clearly differentiated from the existing building by the use of horizontal black metal accents, and the overall design of the addition would remain compatible with the existing building, particularly with the use of symmetrical fenestration, which echoes the design of the top floor of the main Wells Fargo building.

   Given that the building is non-contributing building to the historic district, the replacement of a single row of existing concrete panels on the north and west facades of the tower with new windows would not destroy historic materials or features. Additionally, the new windows mirror the size of the present concrete panels proposed to be removed, representing a minor change when compared to majority of the façade, which remains unchanged; therefore, preserving the spatial relationships that characterize the property. Lastly, the new windows are clearly differentiated from the existing building, particularly by their black trim, while, as noted previously, the design and sizing of the windows provide compatibility with the surrounding façade by echoing and emphasizing the existing pattern of repeating narrow rectangular panels.

2. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

   The proposed new story and mezzanine addition, and faux ivy green wall, will be added to the top and exterior of the existing eastern section, retaining the existing façade and the essential form and integrity of the underlying building. Similarly, the single row of windows proposed to be removed on the western and northern facades impacts a relatively narrow strip of those overall facades and does not significantly impact the essential form and integrity of those facades, being easily

replicated if a future owner chooses to remove the windows.

Based on the evaluation criteria stated above and an evaluation of the documentation and the architectural history of the property, including the fact that significant additions to the building were originally planned from the time of the building's grand opening, staff believes that the proposed addition of a new story and upper mezzanine above the eastern portion of the existing building and the included modifications to the western and northern facades of the existing building at 101 S Locust Street complies with the standards of Section 4.10.7 of the Denton Development Code and meets the Secretary of the Interior's Standards for Rehabilitation requirements. In line with the Purpose and Overall Intent of the Denton Square District in DDC 4.10.1, approving this proposed multi-level, metal-trimmed addition to a building that was historically intended to be expanded, in a location which will limit the visibility of that addition from the Square Proper, encourages creativity and architectural diversity within the district while ensuring the overall historic character of the Square is protected. As discussed above, both the new eastern addition and the windows added to the west and north facades have design elements that echo those in the existing Wells Fargo building, meeting the Denton Square District's intent that "patterns and rhythms in exterior building qualities" be continued in new additions to buildings and facades. And overall, the approval of these changes, which will facilitate the successful development of a new use at this location is in keeping with the Denton Square District's purpose and intent to support the success of existing and new businesses in the District and to "promote reinvestment into one of the City's most enduring spaces."

PREVIOUS ACTION/REVIEW
No previous actions or reviews.

NEIGHBORHOOD MEETING
No neighborhood meeting was held.

OPTIONS
1. Approve as submitted
2. Approve subject to conditions
3. Deny
4. Continue the item

RECOMMENDATION
Staff recommends **approval as submitted** of the Certificate of Design Consistency request for a new two-story addition above the eastern portion of the structure facing S Austin Street and included modifications to the western and northern facades of the third floor of the existing structure facing S Locust Street and E Hickory Street at 101 S Locust Street, as the proposed project meets the standards of Section 4.10.7 of the Denton Development Code and the Secretary of the Interior's Standards for Rehabilitation requirements.

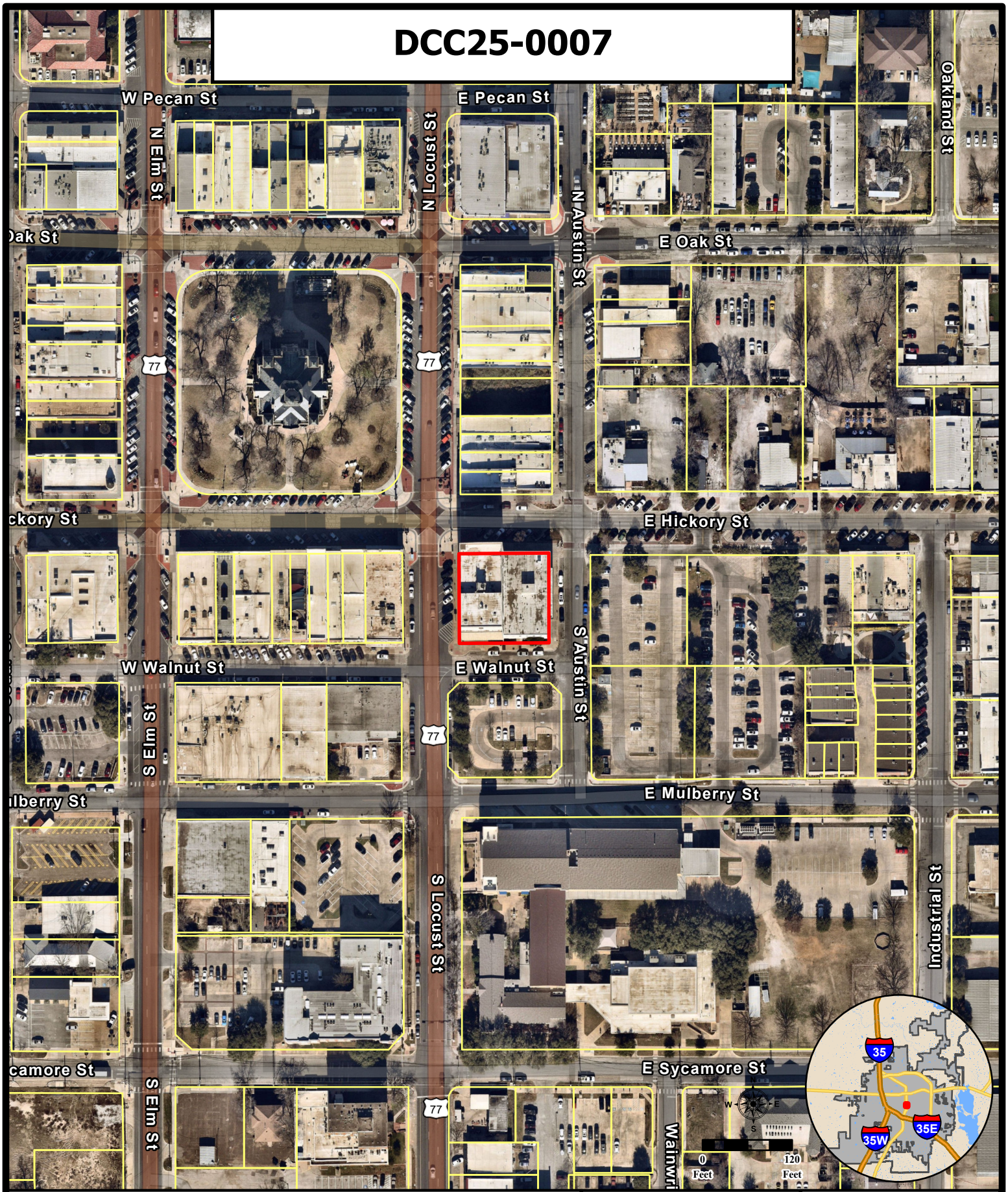
EXHIBITS:
1. Agenda Information Sheet
2. Site Location Map
3. Certificate of Design Consistency Application
4. Staff Presentation
5. Draft Ordinance
6. Public Notice Sign Packet

Respectfully submitted:
Hayley Zagurski, AICP
Planning Director

Prepared By:
Cameron Robertson, AICP

Historic Preservation Officer

DCC25-0007



Legend

- Site Boundary
- Parcels

Spatial Reference: *NAD 1983 StatePlane Texas North Central FIPS 4202 Feet*
Author: *Development Services GIS - 2930105*
Date: *2/20/2026 5:45 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

Development Services – Planning Division

401 N. Elm St., Denton, TX 76201 (940) 349-8600

CERTIFICATE OF DESIGN CONSISTENCY APPLICATION AND CHECKLIST

ACCORDING DENTON DEVELOPMENT CODE SECTION 4.10.1, THE PURPOSE OF THE DENTON SQUARE DISTRICT (DSD) IS TO PRESERVE *historic resources and build upon the image of the Square as the historic, vibrant, small-town heart of a growing city by establishing Design Standards for new construction, certain exterior renovations, and demolition of property in The Denton Square that serve to protect and enhance the historic character of the area, preserve property values, and encourage high-quality, sustainable, pedestrian-friendly development.*

OVERALL INTENT

1. Encourage creativity and architectural diversity, while ensuring that the overall historic character of the Denton Square is protected.
2. Encourage and support the preservation of historically significant buildings.
3. Support building designs and the use of design elements in new or renovated buildings that maintain and continue the established historic design patterns found in adjacent or adjoining buildings, which contribute to the district's unique sense of place.
4. Support the use of materials which protect structural integrity and preserve building longevity, while also maintaining the historic character of the Square through their similarity in appearance, quality, and type to the prevalent materials in use in adjacent buildings and/or in the district.
5. Promote urban vitality and livability that welcomes residents and visitors of all ages by fostering a sense of community.
6. Consider the importance of maintaining property values and supporting new and existing businesses in the Denton Square District.
7. Encourage the integration of art into public and private development.

The Denton Square District procedures and design standards for approval follow the regulations outlined in DDC Sections 4.10.6 and 4.10.7. This checklist is intended to assist in the preparation of a Certificate of Design Consistency for review in verifying a proposed projects' design consistency with the Denton Square District.

***Failure of the applicant to provide required information will result in the application not being processed. ***

Project Information:

Project Name Rooftop Restaurant

Property Address 101 South Locust Denton, TX 76201

Parcel ID #:

Street(s) affected façade(s) front on: Austin Street, Hickory Street, Walnut Street

Applicant/Agent/Artist Information:

Name/Company: Jonathan King Willow Creek Homes

Address: 1400 Dallas Drive Denton, TX 76205

Telephone/Email:

469-233-1500 jking@willowcreekhomesllc.com

Property Owner Information:

Name/Company: Scott Brown Properties

Address: 1400 Dallas Drive Denton, TX 76205

Telephone/Email:

940-243-7368 scott@scottbrownproperties.net

Engineer Information (if applicable):

Name/Company: Whitworth Engineering

Address:

Telephone/Email:

817-236-6106 plans@rjwe.com, bahman@rjwe.com

Surveyor Information:

Name/Company: Eagle Surveying

Address: _____

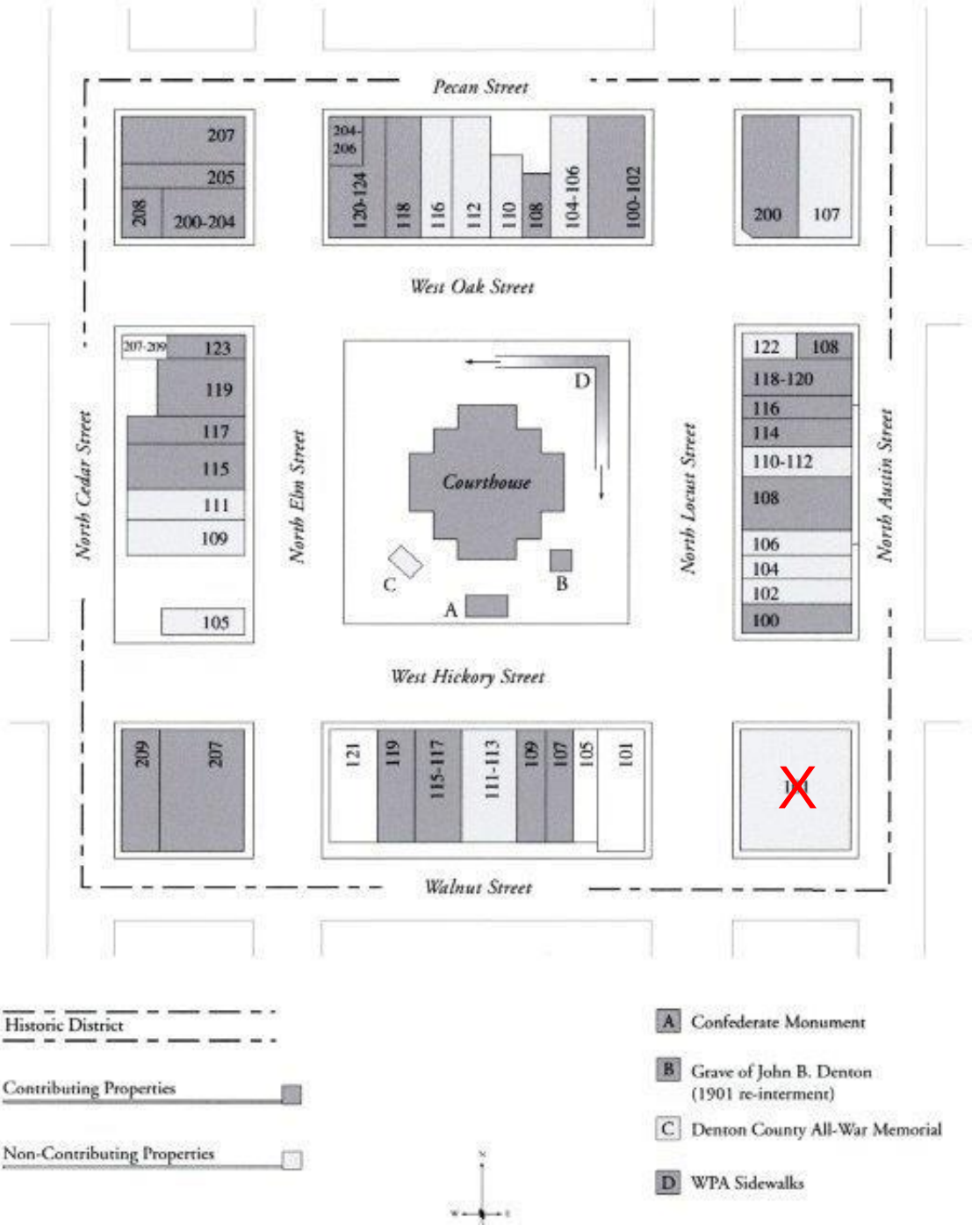
Email/Telephone:

940-222-3009

1 REQUIRED FOR ALL PROJECTS:

- ☒ 1.1 Provide a copy of the Denton Development Application
- ☒ 1.2 Provide a copy of the City of Denton's Owner Authorization Form
- ☒ 1.3 **Project Narrative:** Providing sufficient detail to explain the purpose and scope of the project. Should include explanation of why project meets the definition of the project type marked by applicant below. If building materials not listed in the Standards are proposed, provide justification for why such material(s) meet the intent of the applicable section. Additional information may be required depending on the type of project proposed (see sections below).
- ☒ 1.4 **Location Map:** Should show the location of the property proposed for development in relation to existing streets and adjoining properties. Should clearly indicate the specific building and façade(s) affected by the project.
- ☒ 1.5 **Photographs:** Images of the current conditions of all areas which would be affected by the proposal.
- ☐ 1.6 Establish whether the property is a "Contributing Property" to the Denton County Courthouse Square National Register District. Use the map (below) located in this document.
  - ☐ a. Yes, my property is a "Contributing Property" (dark gray)
  - ☒ b. No, my property is not a "Contributing Property"
- ☒ 1.7 All drawings will be drawn to a scale no smaller than 1" = 100' unless otherwise approved by the Planning Director.
- N/A ☐ 1.8 Ensure all plans, including all labels, are clear and legible.
  - ☐ a. **Associated Fee(s):** as listed on the Development Review Fee Schedule.
- ☒ 1.9 Additional items required based upon project type. See **Pages 5-9** for details.

Denton County Courthouse Square Historic District – Denton, Texas



2 PROPOSED PROJECT TYPE (CHECK WHICH TYPE APPLIES)

☐ 2.1 Ordinary Maintenance: The process of stabilizing deteriorated or damaged architectural feature (including but not limited to roofing, windows, columns, and siding), and will include any work that does not constitute a change in design, material, or outward appearance, and include in-kind replacement or repair

☐ 2.2 Minor Exterior Alteration: The installation of or alteration to awnings, fences, gutters and downspouts; lighting fixtures; and restoration of original architectural features that constitute a change from existing conditions.

☒ 2.3 Major Alteration: Redevelopment, reconstruction, alteration, change, or restoration of the exterior of a building that exceeds the definition of "ordinary maintenance or minor alteration," construction of a new building or an addition to an existing building, demolition of an existing building or façade, or construction or reconstruction of a parking lot.

☐ 2.4 Mural and/or Sign: Installation of a new mural or sign.

Please refer to the checklists below to fulfill the additional requirements relevant to your proposed project request:

3 ADDITIONAL ITEMS REQUIRED FOR ORDINARY MAINTENANCE REQUESTS

☐ 3.1 Additional Project Narrative Requirements: Should include explanation of why maintenance is necessary and how proposed maintenance will not diminish durability, structural integrity, or historic character of the building element(s) in question.

☐ 3.2 Current image(s) of building element(s) proposed to be repaired or replaced in-kind, clearly showing the current condition of such building elements.

☐ 3.3 Accurate drawings to scale of proposed maintenance. Should identify existing and proposed building materials and show enough of the affected building to clarify the impact of the proposed maintenance. Staff may direct applicant to depict a greater extent of the building if initial submittal is determined to be inadequate.

☐ 3.4 Samples or detailed product descriptions and images of proposed repair or replacement materials.

4 ADDITIONAL ITEMS REQUIRED FOR MINOR EXTERIOR ALTERATION REQUESTS

☐ 4.1 Additional Project Narrative Requirements: Should include explanation of how the proposed alteration will not diminish the durability, structural integrity, or historic character of the building proposed to be altered.

☐ 4.2 Images:

- ☐ a. Current image(s) of building element(s) proposed to be altered, clearly showing the current condition of such building elements.
- ☐ b. Current image of subject building with adjoining buildings on each side to provide context for proposed alteration.

☐ 4.3 Accurate drawings to scale of proposed minor alteration. Should depict appearance of property as it exists today, as well as appearance with proposed alteration(s) included. Drawings and details must show the proposed work in relation to the structure proposed to be altered. Materials existing and proposed should be identified. Staff may direct applicant to depict a greater extent of the building, or to include additional details, if necessary to capture effect of proposed alteration. *If new light fixture(s) are proposed which do not comply with DDC Section 7.11, but which are permitted in the Square District*

per Section 4.10.7.F, include depiction and manufacturer specification sheet for proposed light fixture(s).

5 ADDITIONAL ITEMS REQUIRED FOR MAJOR EXTERIOR ALTERATION REQUESTS:

☐ 5.1 Additional Project Narrative Requirements: Should include explanation of the purpose of the major alteration and how the proposed alteration will not diminish the durability, structural integrity, or historic character of the building proposed to be altered. Should specifically explain how project meets the Purpose and Overall Intent of the Denton Square District (seen on Page 1).

☒ 5.2 Images:

- ☐ a. Current images of building element(s) proposed to be altered.
- ☐ b. Current image of subject building with adjoining buildings on each side to provide context for proposed alteration.

☒ 5.3 Accurate drawings to scale of proposed major alteration. Should depict appearance of property as it exists today, as well as appearance with proposed alteration(s) included. Drawings and details must show the proposed work in relation to the structure proposed to be altered. Materials existing and proposed should be identified. Staff may direct applicant to depict a greater extent of the building, or to include additional details, if necessary to capture effect of proposed alteration. *If new light fixture(s) are proposed which do not comply with DDC Section 7.11, but which are permitted in the Square District per Section 4.10.7.F, include depiction and manufacturer specification sheet for proposed light fixture(s).*

6 ADDITIONAL ITEMS REQUIRED FOR MAJOR ALTERATION – FAÇADE OR BUILDING DEMOLITION REQUESTS:

☐ 6.1 Additional Project Narrative Requirements: Should explain how the proposed demolition will not detract from the historic character of the Square or from the property value of adjacent buildings.

☐ 6.2 Documentation to establish that demolition will not damage adjacent buildings

☐ 6.3 Post-Demolition Reconstruction Plan:

- ☐ a. Complete architectural drawings, to scale, of proposed replacement building or façade, or, in cases where an underlying façade will be the replacement façade, a rendering of the expected appearance of the underlying façade, including any restoration work.
- ☐ b. If applicable, Site Plan for proposed replacement structure (see "New Building Construction" Request)
- ☐ c. Provide a draft Guarantee Agreement for review. A Guarantee Agreement is between the owner and the city and demonstrates the owner's intent and financial ability to carry out the reconstruction plan. Agreement must include:
- ☐ d. Covenant to construct proposed structure by a specific date in accordance with the architectural drawings approved by the city through the CDC process
- ☐ e. Performance or payment bond, letter of credit, escrow agreement, cash deposit, or other arrangement approved by the Planning Director, to ensure construction of the proposed replacement structure
- ☐ f. I understand that approval of agreement as to form is required to be granted by the Denton City Attorney

7 ADDITIONAL ITEMS REQUIRED FOR NEW BUILDING CONSTRUCTION REQUESTS:

☐ 7.1 Additional Project Narrative Requirements: Should discuss how the new building will maintain or enhance the historic character of the Square.

DENTON DEVELOPMENT APPLICATION

401 N Elm St. Denton, TX 76201
(940) 349-8600

Project Information

I. Project Information *Required Information*

Application(s) Type: Commercial Alteration

Project Name: Rooftop Restaurant

Project Description: Add enclosed rooftop restaurant to 3rd floor of Wells Fargo Building

Pre-Application Date & Project Numbers: September 24, 2025 R35443

Previous Project Applications: _____

Project Address: 101 South Locust Denton, TX 76201

Jurisdiction: ■ City Limits ☐ ETJ Total Acreage: _____ Number of Lots: _____

Parcel(s) Tax ID Numbers: _____

Current Land Use: _____ Proposed Land Use: _____

Current Zoning: _____ Proposed Zoning: _____

Owner

II. Property Owner(s) *Required Information*

Individual & Firm Name (if applicable): Scott Brown Properties

Owner Name(s): Scott Brown

Address: 1400 Dallas Drive Denton, TX 76205

Work Phone: 940-243-7368 Cell Phone: _____ Email: scott@scottbrownproperties.net

Owner's Agent

III. Owner's Agent (main contact person responsible for application) *Required Information*

Role: ☐ Engineer ■ Developer ☐ Other: _____

Individual & Firm Name (if applicable): Willow Creek Homes

Primary Contact Name: Jonathan King

Address: 1400 Dallas Drive Denton, TX 76205

Work Phone: _____ Cell Phone: 469-233-1500 Email: jking@willowcreekhomesllc.com

Developer

IV. Developer *Required Information*

Individual & Firm Name: Willow Creek Homes

Primary Contact Name(s): Jonathan King

Address: 1400 Dallas Drive Denton, TX 76205

Work Phone: _____ Cell Phone: 469-233-1500 Email: jking@willowcreekhomesllc.com

Engineer

V. Engineer ***Required Information***

Individual & Firm Name: Whitworth Engineering

Primary Contact Name(s): Bahman Roodgarmi

Address: 5700 Lionfish Way Fort Worth, TX 76131

Work Phone: _____ Cell Phone: 214-415-0636 Email: bahman@rjwe.com

Architect

VI. Architect ***Required Information***

Individual & Firm Name: Innovation Design and Drafting

Primary Contact Name(s): Boris Munoz

Address: _____

Work Phone: _____ Cell Phone: 214-407-3404 Email: bmunoz@idd-tx.com

Billing

VII. Billing ***Required Information***

Individual & Firm Name: Willow Creek Homes

Primary Contact Name(s): Jonathan King

Address: 1400 Dallas Drive Denton, TX 76205

Work Phone: _____ Cell Phone: 469-233-1500 Email: jking@willowcreekhomesllc.com

Authorization

VIII. Authorization & Acknowledgement ***Required Information***

The above information is true to the best of my knowledge. I attest that the real property described is owned by me and all others as signed below, or, as the applicant, I have attached the consent of the owner. Furthermore, by signing below, I agree that the City of Denton is authorized and permitted to provide information contained within this application to the public and to reproduce any copyrighted material submitted in connection with this application if such reproduction is associated with a response to a Public Information Request.

Signature: Jonathan King

Printed Name: Jonathan King Date: 12/8/2025

Docusign Envelope ID: EE8EC870-8884-4A5D-AA7D-63ACF4C22BC0

CITY OF DENTON

Development Services

401 N. Elm St., Denton, TX 76201 (940)349-8600

Owner Authorization

Name: Scott Brown

Company Name: Scott Brown Properties

Address: 1400 Dallas Drive Denton, TX 76205

Telephone: 940-243-7368 Email: scott@scottbrownproperties.net

CHECK ONE OF THE FOLLOWING:

- ☐ I will represent the application myself; or
- ☑ I hereby designate Jonathan King (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

I am the owner of the property and further confirm that the information provided on this form is true and correct. By signing below, I agree that the City of Denton (the "City") is authorized and permitted to provide information contained within this application to the public. The City is also authorized and permitted to reproduce any information submitted in connection with the application, if such reproduction is associated with the application in response to a Public Information Request. By signing this application, staff is granted access to your property to perform work related to your case.

Owner's Signature: DocuSigned by: Scott Brown 950FED1986144FB... Date: 12/8/2025

Rooftop Restaurant Project Narrative

The purpose of the Rooftop restaurant alteration is to provide an upscale, climate controlled, full panoramic view of Downtown Denton from atop the 3rd floor of the Wells Fargo building at 101 South Locust Denton, TX 76201. We will be providing artisan wood-fired pizza and upscale new American entrees with 3 bars facing the City skyline and 2 party rooms also with panoramic views of Downtown!

The overall interior architectural style will be vintage industrial from the time period of the 1920s and 1930s and the exterior will be more industrial modern with steel I-beams and glass windows to provide the most expansive views and natural light to enhance the ambiance of the restaurant.

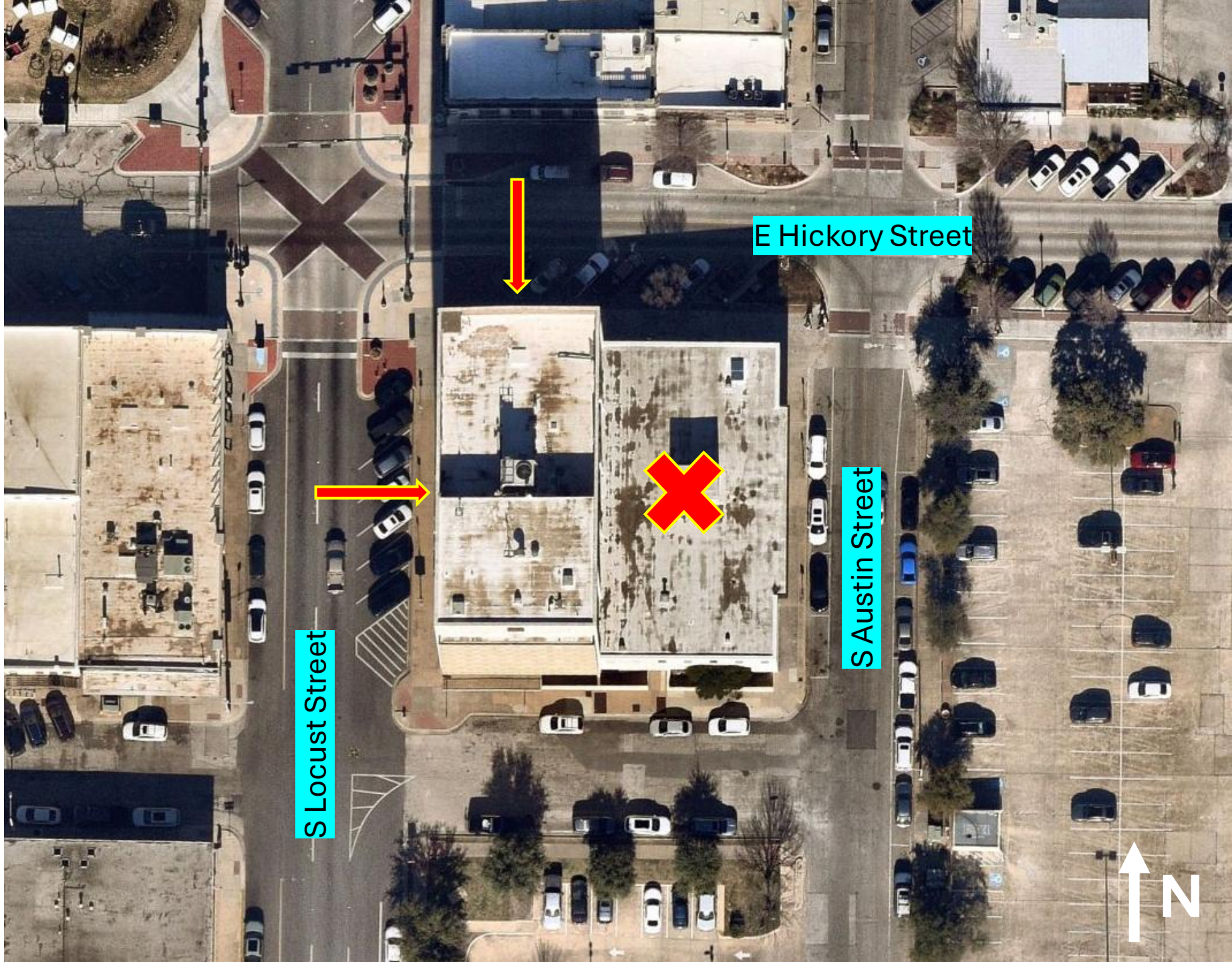
A similar exterior modeling would be the Restoration Hardware Restaurant in the Knox-Henderson area of Dallas or one of their other locations in California. The exterior will mostly consist of steel and glass with a modern industrial architectural style. Since this building is not historic like the other buildings on the square and is technically a non-contributing property, it doesn't fit the architecture of the Wells Fargo building to build the alteration in the typical brick fashion of the other older buildings on the square as this building was built in the late 1960s or early 1970s.

There will be an elevator that goes from the basement floor all the way up to the restaurant floor along with two other south elevators that have accessible access to those with handicap needs. There is also a stairwell entrance on the east side that currently goes to the Wells Fargo bank there and an engineering firm on the 2nd floor that will be extended to go up one more floor to the restaurant. Also there are fire exit stairwells on the north and south sides of the restaurants as well.

We plan on this being the greatest restaurant addition to the Downtown Denton skyline and possibly one of the greatest restaurants Denton has ever seen. It's also just a few blocks from the DCTA train station, so patrons from the whole metroplex can access the restaurant using the train system if they so choose.

We look forward to this newest addition to Denton and what it will bring to the City and those living here and in surrounding areas!

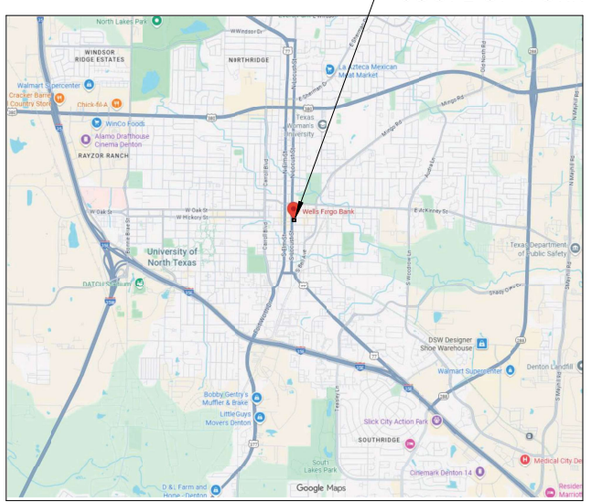
- Two-story addition on the eastern half of the lot/existing Wells Fargo building
- Modifications to the third floor along the western and northern facades of the tower on the western half of the lot



ROOFTOP RESTAURANT

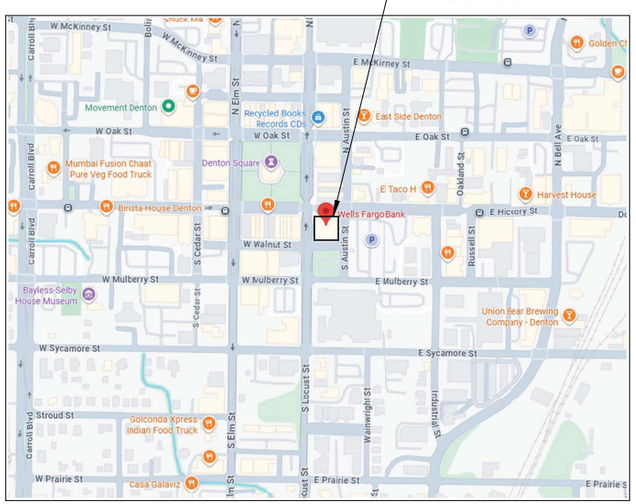
101 S. LOCUS ST
DENTON, TX 76201

SCOPE OF WORK



LARGE SITE LOCATION

SCOPE OF WORK



SMALL SITE LOCATION

SHEET LIST

SHEET NO.	SHEET NAME
A0.00	COVER SHEET
A1.01	SITE PLAN
A1.02	SECOND FLOOR PLAN - EXISTING - ZONE 1
A1.03	SECOND FLOOR PLAN - EXISTING - ZONE 2
A1.04	SECOND FLOOR PLAN - PROPOSED
A1.05	THIRD FLOOR - OCCUPANT LOAD AND PATH OF EGRESS - ZONE 1
A1.06	THIRD FLOOR - OCCUPANT LOAD AND PATH OF EGRESS - ZONE 2
A1.07	THIRD FLOOR PLAN - EXISTING - ZONE 1
A1.08	THIRD FLOOR PLAN - EXISTING - ZONE 2
A1.09	THIRD FLOOR PLAN - DEMO- ZONE 1
A1.10	THIRD FLOOR PLAN - DEMO - ZONE 2
A1.11	THIRD FLOOR PLAN - PROPOSED - ZONE 1
A1.12	THIRD FLOOR PLAN - PROPOSED - ZONE 2
A1.13	FOURTH FLOOR PLAN - PROPOSED - MEZZANINE
A1.14	THIRD FLOOR CEILING PLAN - EXISTING - ZONE 1
A1.15	THIRD FLOOR CEILING PLAN - EXISTING - ZONE 2
A1.16	THIRD FLOOR CEILING PLAN - DEMO - ZONE 1
A1.17	THIRD FLOOR CEILING PLAN - PROPOSED - ZONE 1
A1.18	THIRD FLOOR CEILING PLAN - PROPOSED - ZONE 2
A1.19	FOURTH FLOOR CEILING PLAN - PROPOSED - MEZZANINE
A1.20	ROOF PLAN PROPOSED - MEZZANINE
A2.01	INTERIOR VIEWS
A2.02	EQUIPMENT SHEET
A2.03	THIRD FLOOR ELECTRICAL PLAN - ZONE 1
A2.04	THIRD FLOOR ELECTRICAL PLAN - ZONE 2
A2.05	THIRD FLOOR PLUMBING PLAN - ZONE 1
A2.06	THIRD FLOOR PLUMBING PLAN - ZONE 2
A2.07	FOURTH FLOOR PLUMBING PLAN - MEZZANINE
A2.08	FOURTH FLOOR ELECTRICAL PLAN - MEZZANINE
A2.09	ELEVATIONS - EXISTING
A2.10	EAST ELEVATION - EXISTING/DEMO
A2.11	SOUTH ELEVATION - EXISTING/DEMO
A2.12	WEST ELEVATION - EXISTING/DEMO
A2.13	NORTH ELEVATION - EXISTING/DEMO
A2.14	ELEVATIONS
A2.15	EAST ELEVATION
A2.16	SOUTH ELEVATION
A2.17	WEST ELEVATION
A2.18	NORTH ELEVATION
A3.01	THIRD FLOOR PLAN - PROPOSED - AREA PLAN
A3.02	FOURTH FLOOR PLAN - PROPOSED - AREA PLAN
A3.03	THIRD FLOOR PLAN - DOOR SCHEDULE
A3.04	THIRD FLOOR PLAN - PROPOSED FURNITURE - ZONE 1
A3.05	THIRD FLOOR PLAN - PROPOSED FURNITURE - ZONE 2
A3.06	FOURTH FLOOR PLAN (MEZZANINE) - PROPOSED FURNITURE

REVISION LOG

NO.	DESCRIPTION	DATE	BY
0	COMMERCIAL ADDITION & REMODEL ARCHITECTURAL SET - REVIEW SET	01/30/2026	AS

THE CITY OF DENTON
HAS ADOPTED THE FOLLOWING CODES

- 2021 INTERNATIONAL RESIDENTIAL CODE
- 2021 INTERNATIONAL EXISTING BUILDING CODE
- 2023 NATIONAL ELECTRICAL CODE
- 2021 INTERNATIONAL PLUMBING CODE
- 2021 INTERNATIONAL MECHANICAL CODE
- 2021 INTERNATIONAL ENERGY CONSERVATION CODE
- 2021 INTERNATIONAL FIRE CODE
- 2021 INTERNATIONAL SWIMMING POOL AND SPA CODE

INNOVATIVE
DRAFTING & DESIGN
INFO@IDD-TX.COM
(214)407-3404

Client Information

WILLOW CREEK HONES LLC

101 S. LOCUST ST
DENTON, TX 76201

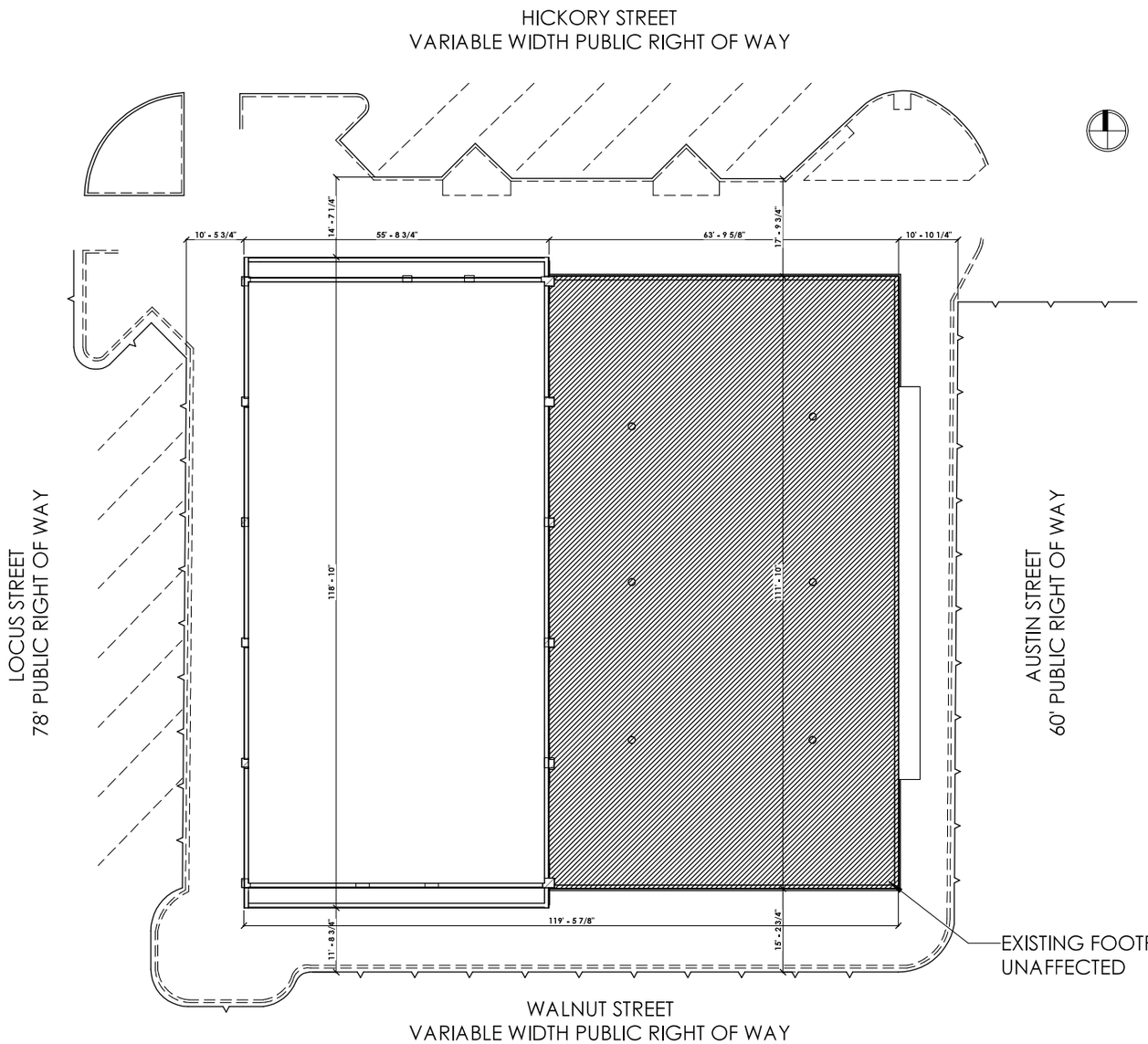
Project #: 25068
Issue Date: 01.30.2026
Drawn By: LMA

Sheet Name: **COVER SHEET**

Sheet Number: **A0.00**

SCALE: 1/4" = 1'-0"

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Site plan
3/32" = 1'-0"

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Client Information
WILLOW CREEK HONES LLC

101 S. LOCUST ST
DENTON, TX 76201

Project #: 25068
Issue Date: 01.30.2026
Drawn By: LMA

DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIMENSION MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

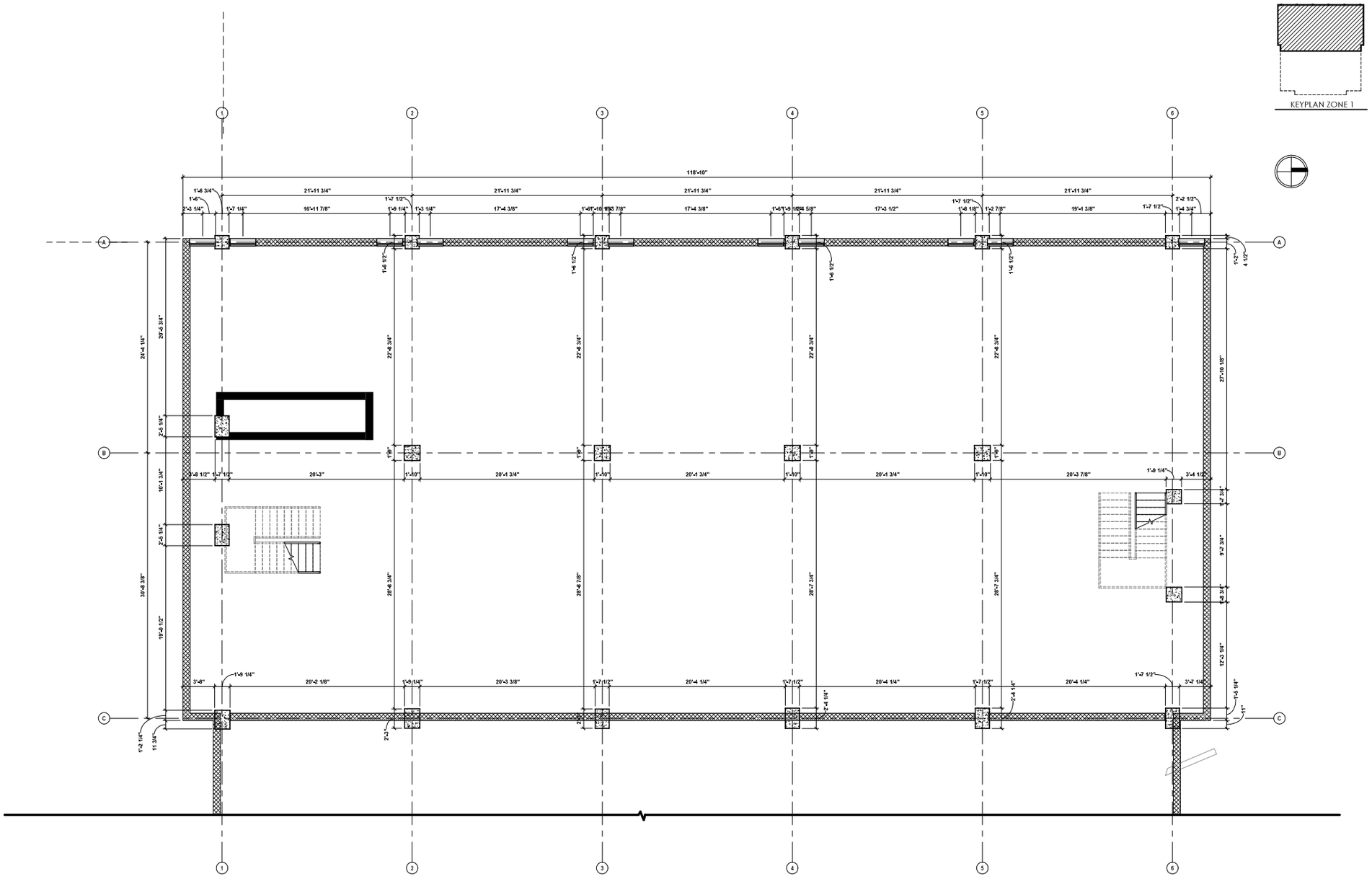
Sheet Name: **SITE PLAN**

Rev:

Sheet Number: **A1.01**

SCALE: 3/32" = 1'-0"

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EXISTING - STRUCTURAL SECOND FLOOR (NOCHANGE)- ZONE 1

3/16" = 1'-0"

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Client Information

WILLOW CREEK HONES LLC

101 S. LOCUST ST
DENTON, TX 76201

Project #: 25068
Issue Date: 01.30.2026
Drawn By: LMA

DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIMENSION MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

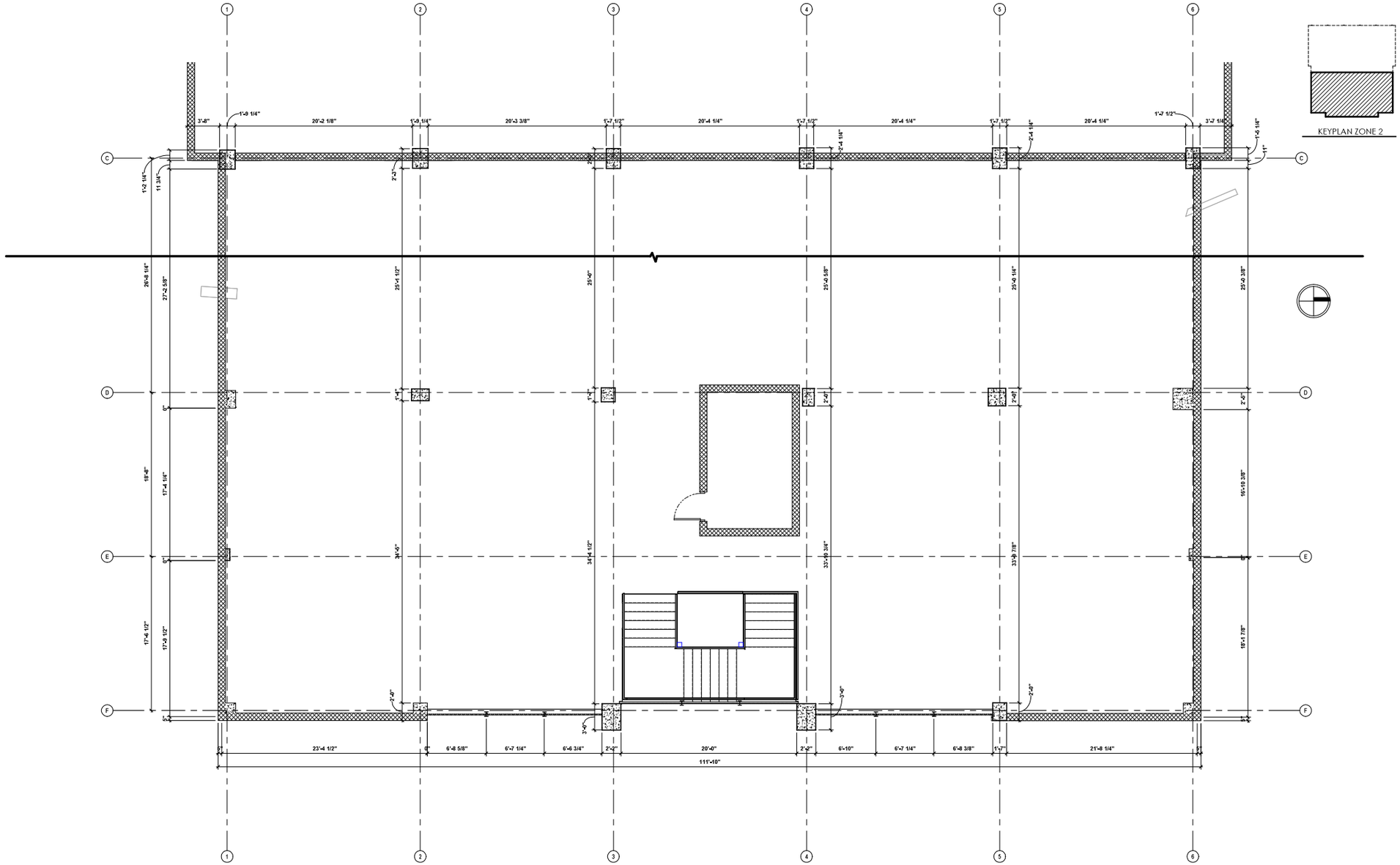
Sheet Name: **SECOND FLOOR PLAN - EXISTING - ZONE 1**

Rev:

Sheet Number: **A1.02**

SCALE:As indicated

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EXISTING - STRUCTURAL SECOND FLOOR (NO CHANGE) - ZONE 2

3/16" = 1'-0"

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Client Information

WILLOW CREEK HONES LLC

101 S. LOCUST ST
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Project #: 25068
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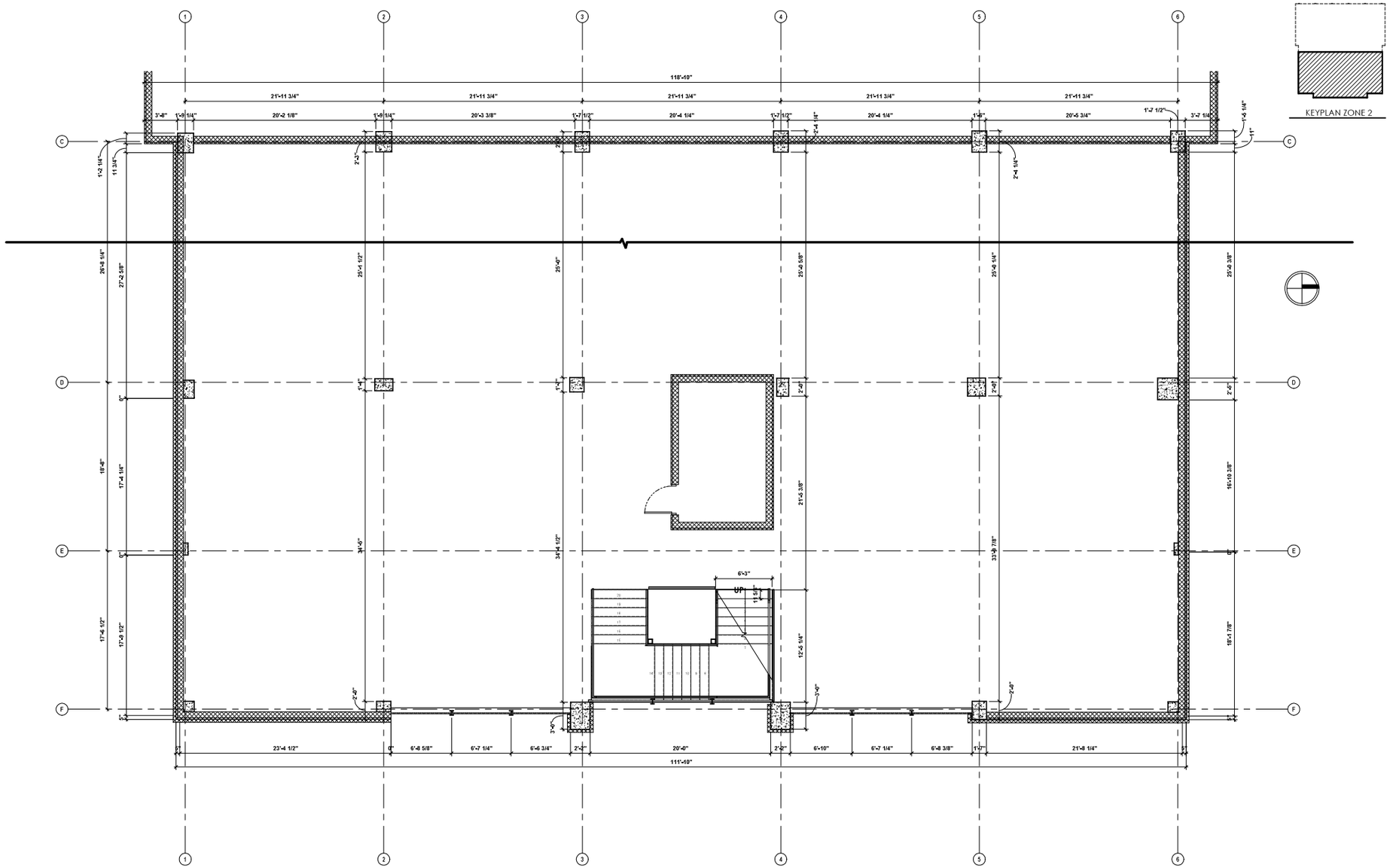
Sheet Name: **SECOND FLOOR PLAN - EXISTING - ZONE 2**

Rev:

Sheet Number: **A1.03**

SCALE:As indicated

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PROPOSED - SECOND FLOOR

3/16" = 1'-0"

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Client Information

WILLOW CREEK HONES LLC

101 S. LOCUST ST
DENTON, TX 76201

Project #: 25068
Issue Date: 01.30.2026
Drawn By: LMA

DUE TO LAMINATION IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIMENSION MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

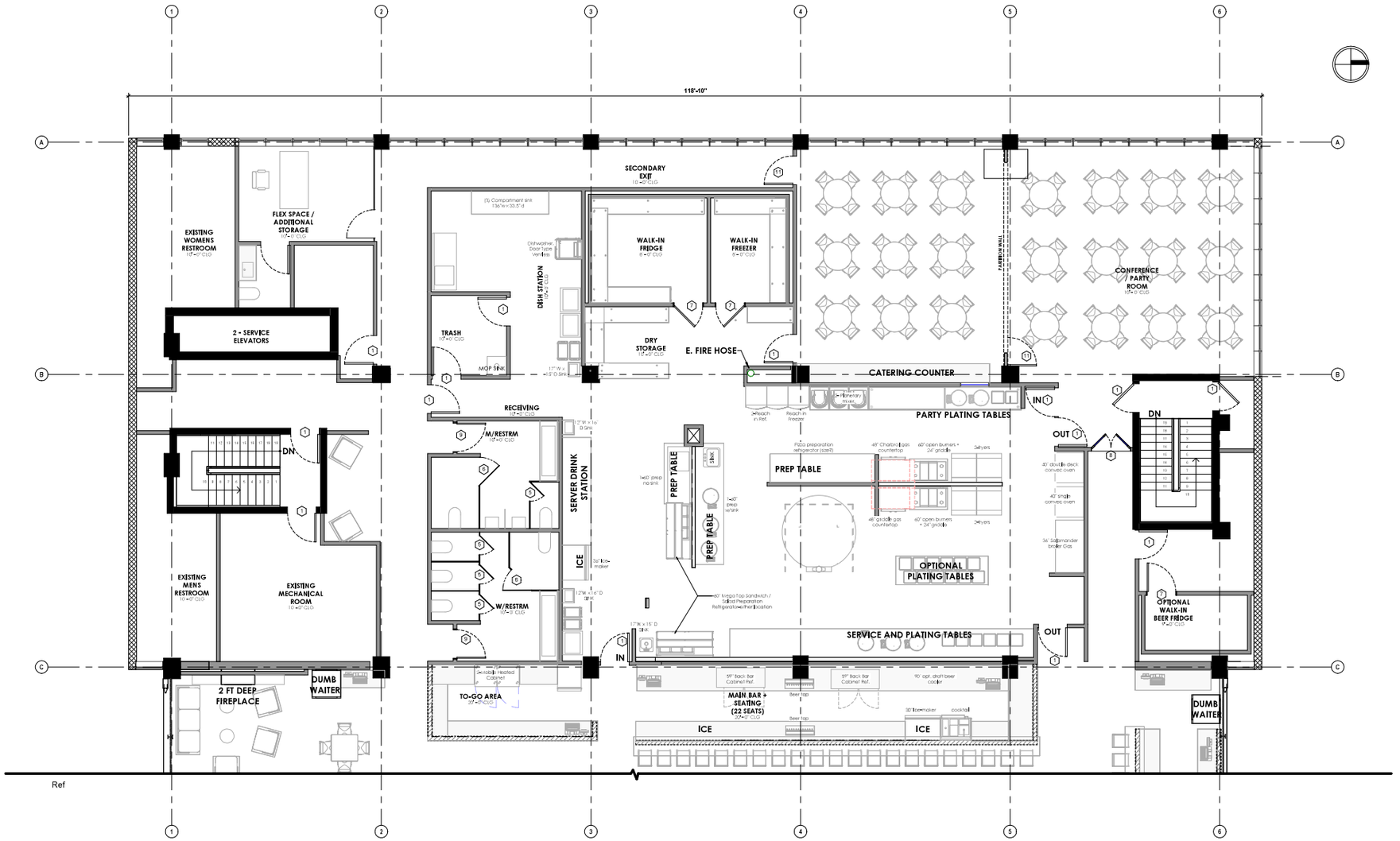
Sheet Name: **SECOND FLOOR PLAN - PROPOSED**

Rev:

Sheet Number: **A1.04**

SCALE:As indicated

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KEYPLAN ZONE 1

OCCUPANT LOAD AND PATH OF EGRESS - ZONE 1

3/16" = 1'-0"

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Client Information

WILLOW CREEK HONES LLC

101 S. LOCUST ST
DENTON, TX 76201

Project #: 25068
Issue Date: 01.30.2026
Drawn By: LMA

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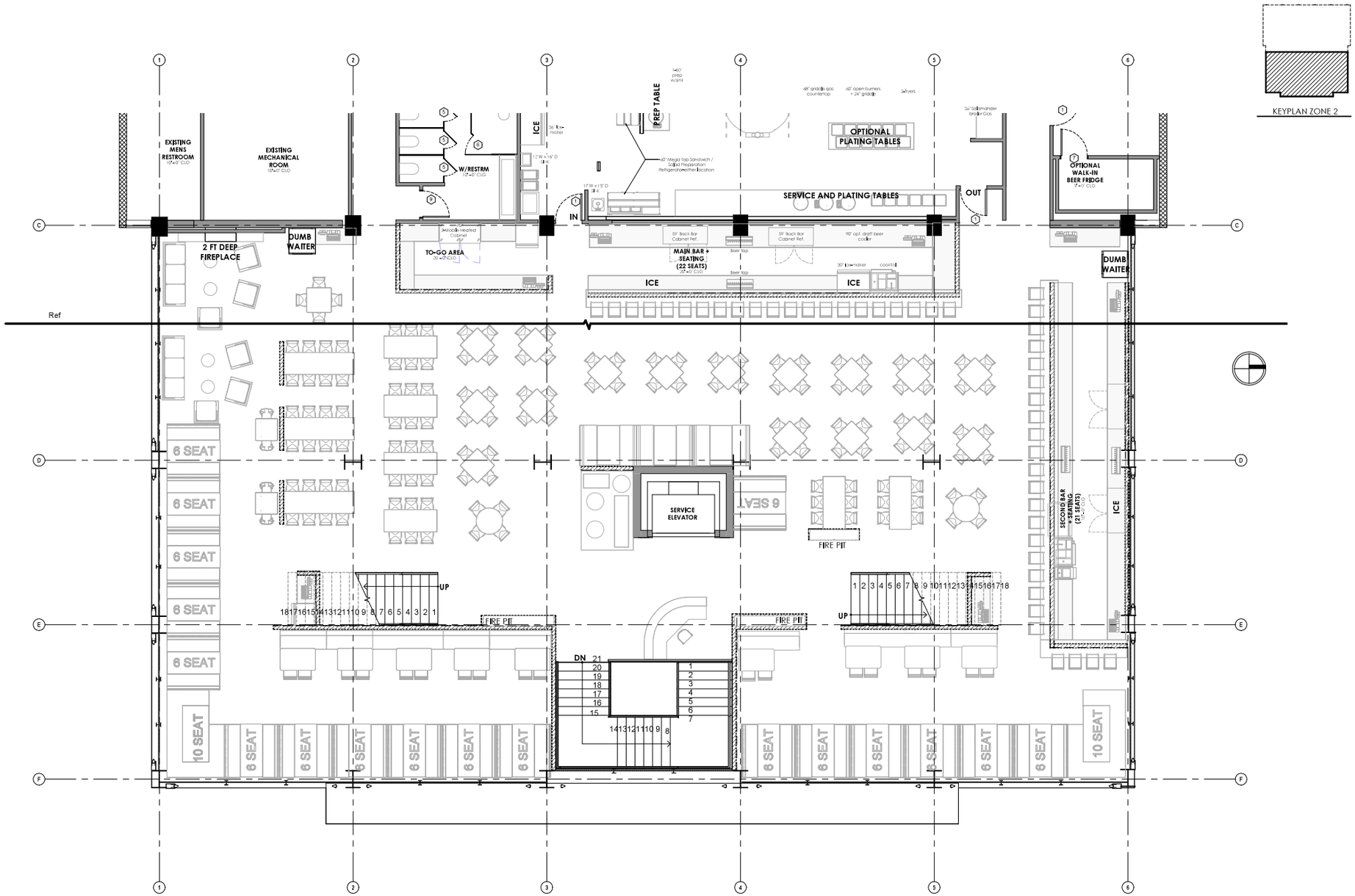
Sheet Name: **THIRD FLOOR - OCCUPANT LOAD AND PATH OF EGRESS - ZONE 1**

Rev:

Sheet Number: **A1.05**

SCALE:As indicated

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KEYPLAN ZONE 2

OCCUPANT LOAD AND PATH OF EGRESS - ZONE 2

3/16" = 1'-0"

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(214)407-3404

Client Information

WILLOW CREEK HONES LLC

101 S. LOCUST ST
DENTON, TX 76201

Project #: 25068
Issue Date: 01.30.2026
Drawn By: LMA

DUE TO LAMINATION IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIMENSIONS IN MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

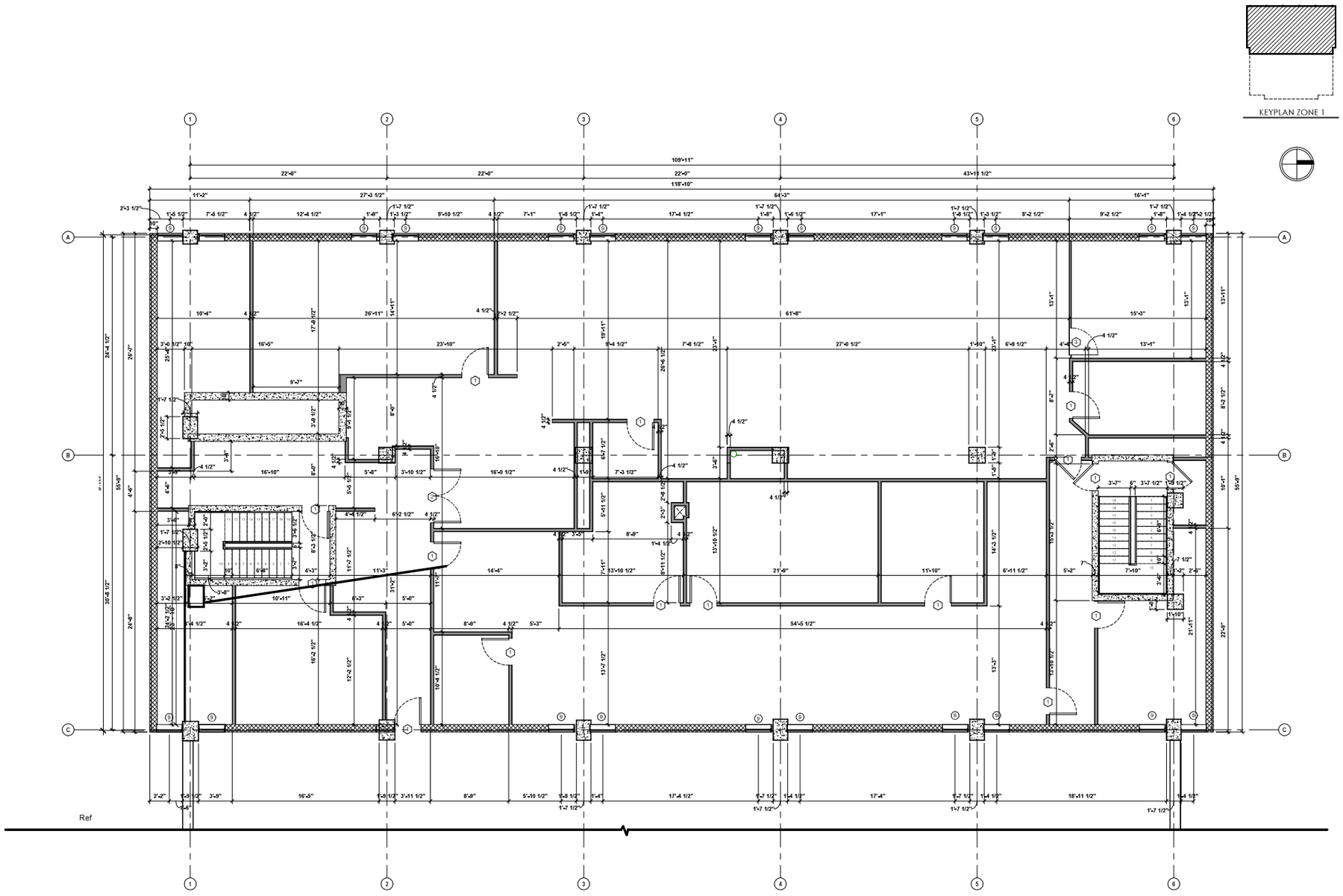
Sheet Name: **THIRD FLOOR - OCCUPANT LOAD AND PATH OF EGRESS - ZONE 2**

Rev:

Sheet Number: **A1.06**

SCALE: As indicated

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EXISTING THIRD FLOOR - ZONE 1

3/16" = 1'-0"

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Client Information

WILLOW CREEK HONES LLC

101 S. LOCUST ST

DENTON, TX 76201

Project #: 25068

Issue Date: 01.30.2026

Drawn By: LMA

CUSTOMIZATION IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIMENSION MATERIALS. ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

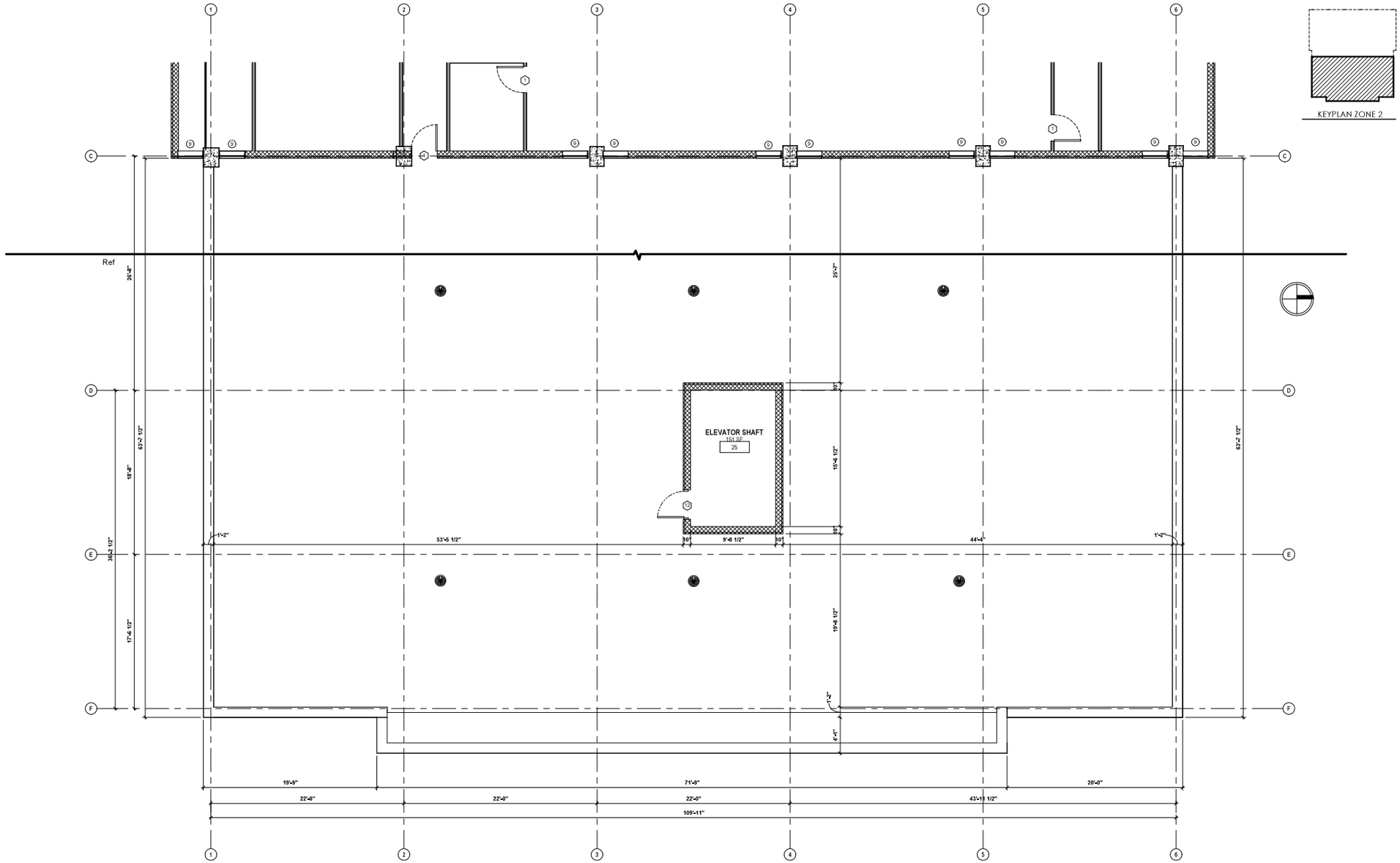
Sheet Name: **THIRD FLOOR PLAN - EXISTING - ZONE 1**

Rev:

Sheet Number: **A1.07**

SCALE:As indicated

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EXISTING THIRD FLOOR - ZONE 2

3/16" = 1'-0"

INNOVATIVE
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Client Information

WILLOW CREEK HONES LLC

101 S. LOCUST ST
DENTON, TX 76201

Project #: 25068
Issue Date: 01.30.2026
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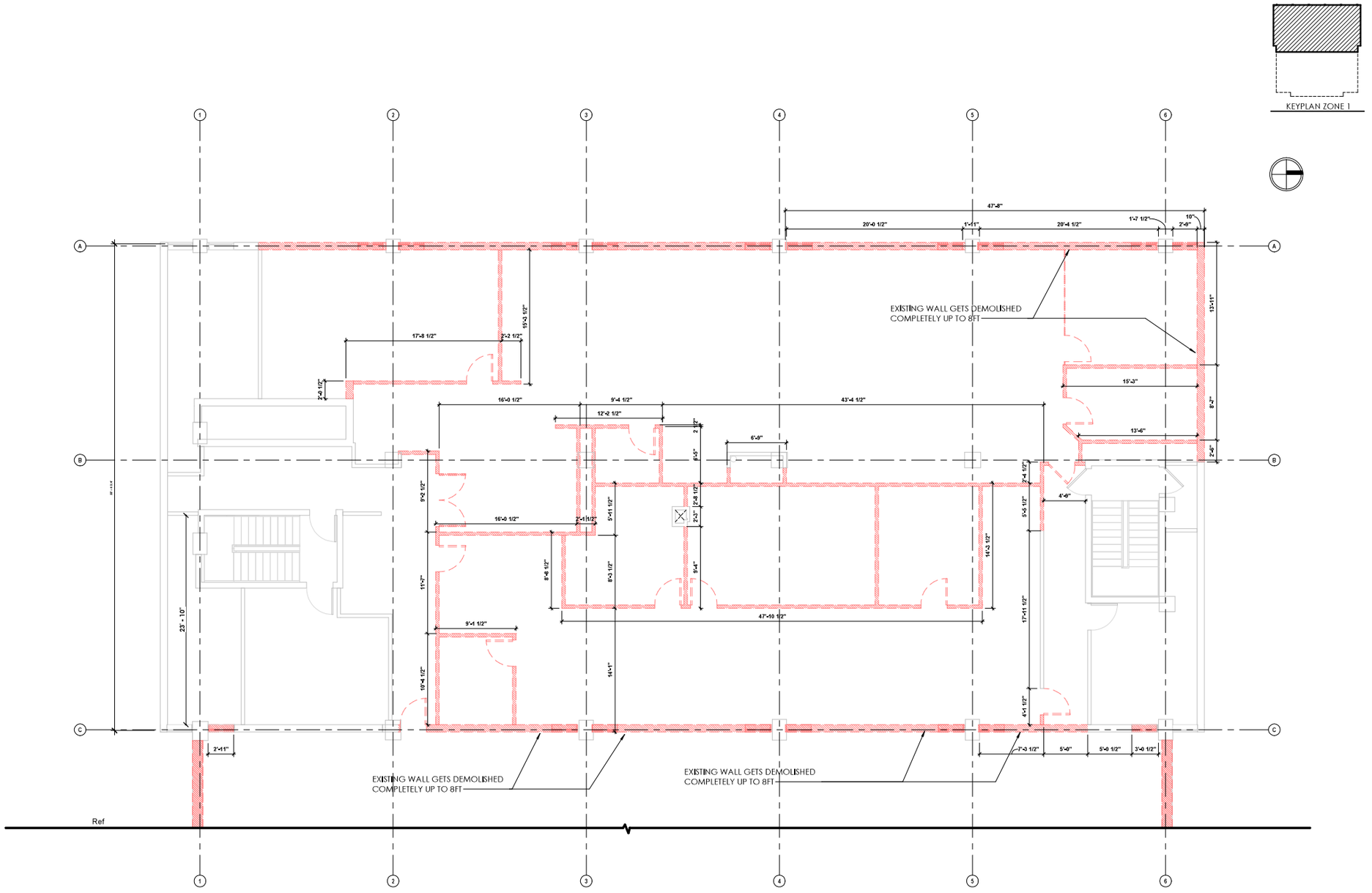
Sheet Name: **THIRD FLOOR PLAN - EXISTING - ZONE 2**

Rev:

Sheet Number: **A1.08**

SCALE:As indicated

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DEMO THIRD FLOOR - ZONE 1

3/16" = 1'-0"

GENERAL NOTES FOR DEMO PLAN:

- DEMO ALL WALLS W/DIAGONAL HATCH
- DEMO ALL DOORS W/DASHED RED LINES
- DEMO ALL WINDOWS W/DASHED RED LINES
- DEMO/REMOVE ALL KITCHEN CABINETS AND APPLIANCES VERIFY W/ CLIENT

INNOVATIVE
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Client Information

WILLOW CREEK HONES LLC

101 S. LOCUST ST
DENTON, TX 76201

Project #: 25068
Issue Date: 01.30.2026
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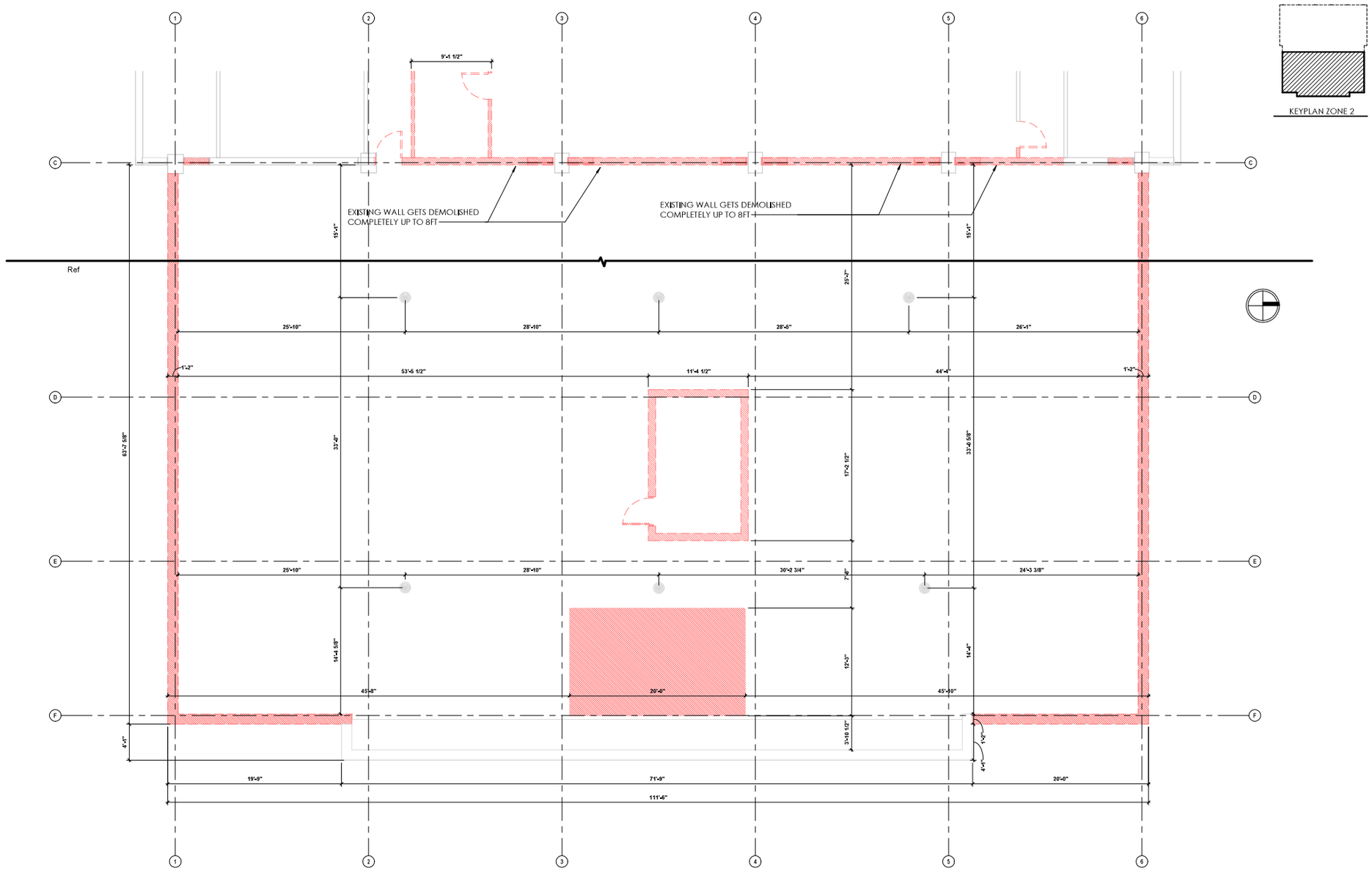
Sheet Name: **THIRD FLOOR PLAN - DEMO- ZONE 1**

Rev:

Sheet Number: **A1.09**

SCALE:As indicated

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KEYPLAN ZONE 2

DEMO THIRD FLOOR - ZONE 2

3/16" = 1'-0"

GENERAL NOTES FOR DEMO PLAN:

- DEMO ALL WALLS W/DIAGONAL HATCH
- DEMO ALL DOORS W/DASHED RED LINES
- DEMO ALL WINDOWS W/DASHED RED LINES
- DEMO/REMOVE ALL KITCHEN CABINETS AND APPLIANCES VERIFY W/ CLIENT

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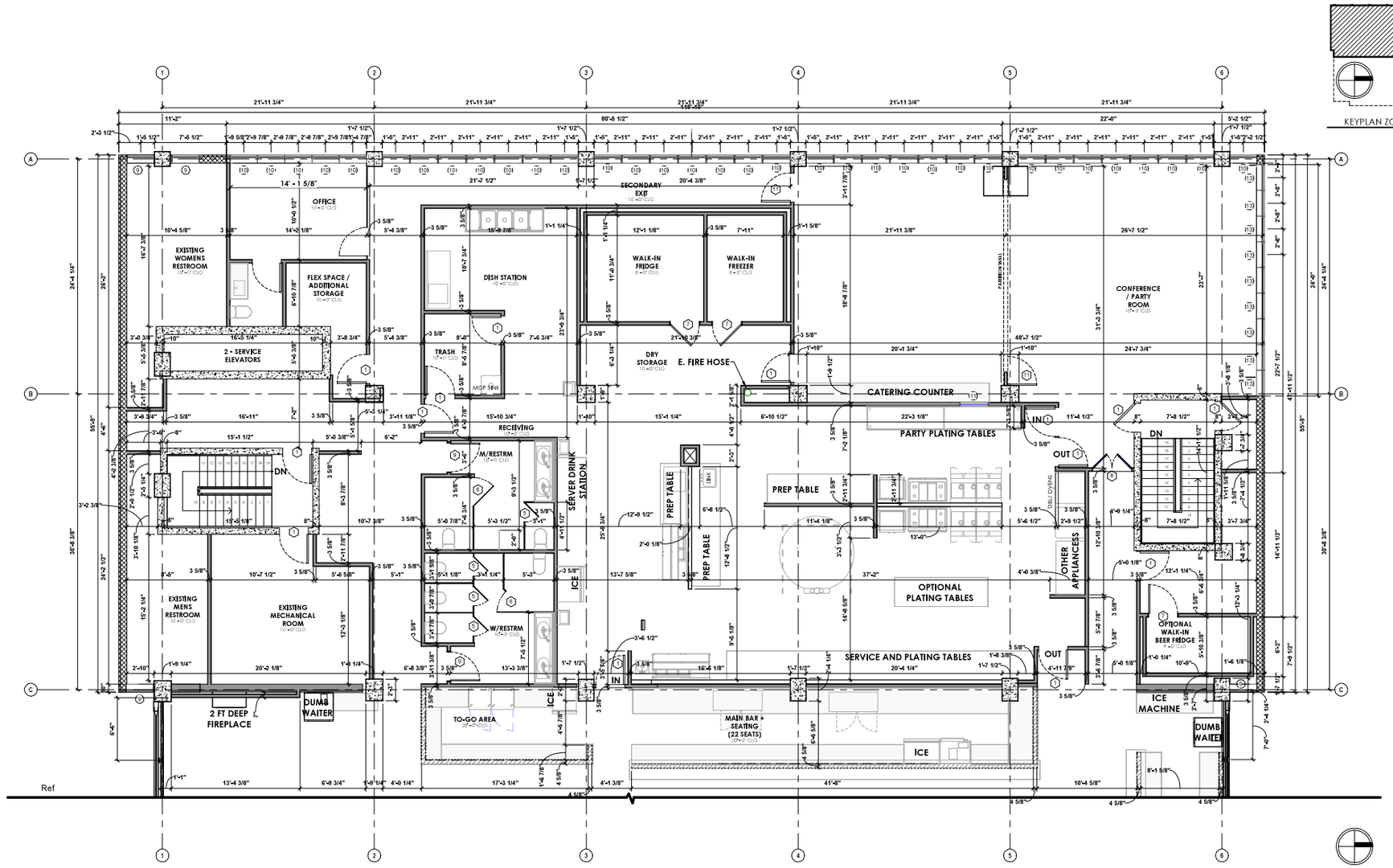
Sheet Name: **THIRD FLOOR PLAN - DEMO - ZONE 2**

Plan:

Sheet Number: **A1.10**

SCALE:As indicated

THE DRAWINGS CONTAINED HEREIN ARE THE PROPERTY OF INNOVATIVE DRAFTING & DESIGN, LLC. AND ARE INTENDED FOR USE ONLY FOR THE PROJECT AND CLIENT FOR WHICH THEY HAVE BEEN PREPARED. ANY REUSE OF THESE DRAWINGS WITHOUT THE WRITTEN CONSENT OF INNOVATIVE DRAFTING & DESIGN, LLC. FOR SPECIFIED PURPOSES IS PROHIBITED AND ANY UNAUTHORIZED REUSE WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO INNOVATIVE DRAFTING & DESIGN, LLC. AND THE USER SHALL INDEMNIFY AND HOLD HARMLESS INNOVATIVE DRAFTING & DESIGN, LLC. AND ITS OFFICERS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM. ANY REUSE OF THESE DRAWINGS WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY INNOVATIVE DRAFTING & DESIGN, LLC. FOR THE SPECIFIC PROJECT SHALL BE AT RECIPIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO INNOVATIVE DRAFTING & DESIGN, LLC. AND RECIPIENT SHALL INDEMNIFY AND HOLD HARMLESS INNOVATIVE DRAFTING & DESIGN, LLC. AND ITS OFFICERS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM. ANY REUSE OF THESE DRAWINGS WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY INNOVATIVE DRAFTING & DESIGN, LLC. FOR THE SPECIFIC PROJECT SHALL BE AT RECIPIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO INNOVATIVE DRAFTING & DESIGN, LLC. AND RECIPIENT SHALL INDEMNIFY AND HOLD HARMLESS INNOVATIVE DRAFTING & DESIGN, LLC. AND ITS OFFICERS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.



THIRD FLOOR - PROPOSED - ZONE 1

3/16" = 1'-0"

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Client Information

WILLOW CREEK HONES LLC

101 S. LOCUST ST

DENTON, TX 76201

Project #: 25068

Issue Date: 01.30.2026

Drawn By: LMA

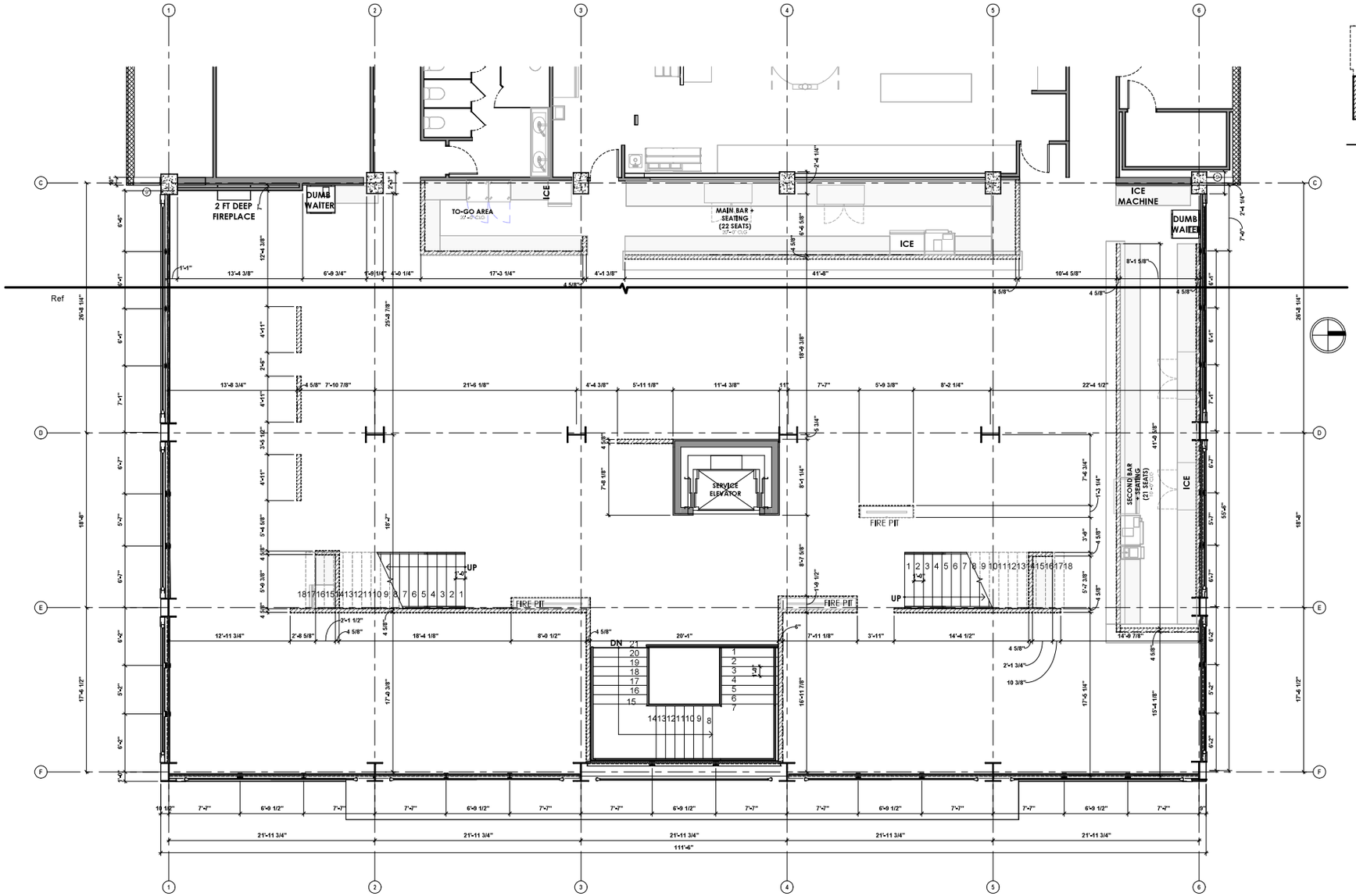
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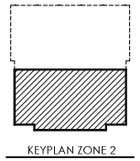
Rev:

Sheet Number: **A1.11**

SCALE:As indicated

THE DRAWINGS CONTAINED HEREIN ARE THE PROPERTY OF INNOVATIVE DRAFTING & DESIGN, LLC. AND ARE INTENDED FOR USE ONLY FOR THE PROJECT AND CLIENT SPECIFICALLY IDENTIFIED HEREIN. THEY SHALL NOT BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT OR WITH ANY OTHER CLIENT WITHOUT THE EXPRESS WRITTEN CONSENT OF INNOVATIVE DRAFTING & DESIGN, LLC. ANY REUSE WITHOUT SUCH CONSENT OR FOR EXTENSIONS OF THIS PROJECT SHALL BE AT THE CLIENT'S AND USER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO INNOVATIVE DRAFTING & DESIGN, LLC. AND CLIENT AND USER SHALL INDEMNIFY AND HOLD HARMLESS INNOVATIVE DRAFTING & DESIGN, LLC. FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM. ANY MODIFICATIONS TO THESE DRAWINGS MUST BE REQUESTED IN WRITING AND APPROVED BY INNOVATIVE DRAFTING & DESIGN, LLC. PRIOR TO IMPLEMENTATION. ANY UNAUTHORIZED USE OF THESE DRAWINGS WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW. BY USING THESE DRAWINGS, YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN. ANY ATTEMPT TO REMOVE OR ALTER THIS NOTICE IS STRICTLY PROHIBITED.





THIRD FLOOR - PROPOSED - ZONE 2

3/16" = 1'-0"

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Client Information

WILLOW CREEK HONES LLC

101 S. LOCUST ST
DENTON, TX 76201

Project #: 25068
Issue Date: 01.30.2026
Drawn By: LMA

DUE TO LAMINATION IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIMENSION MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

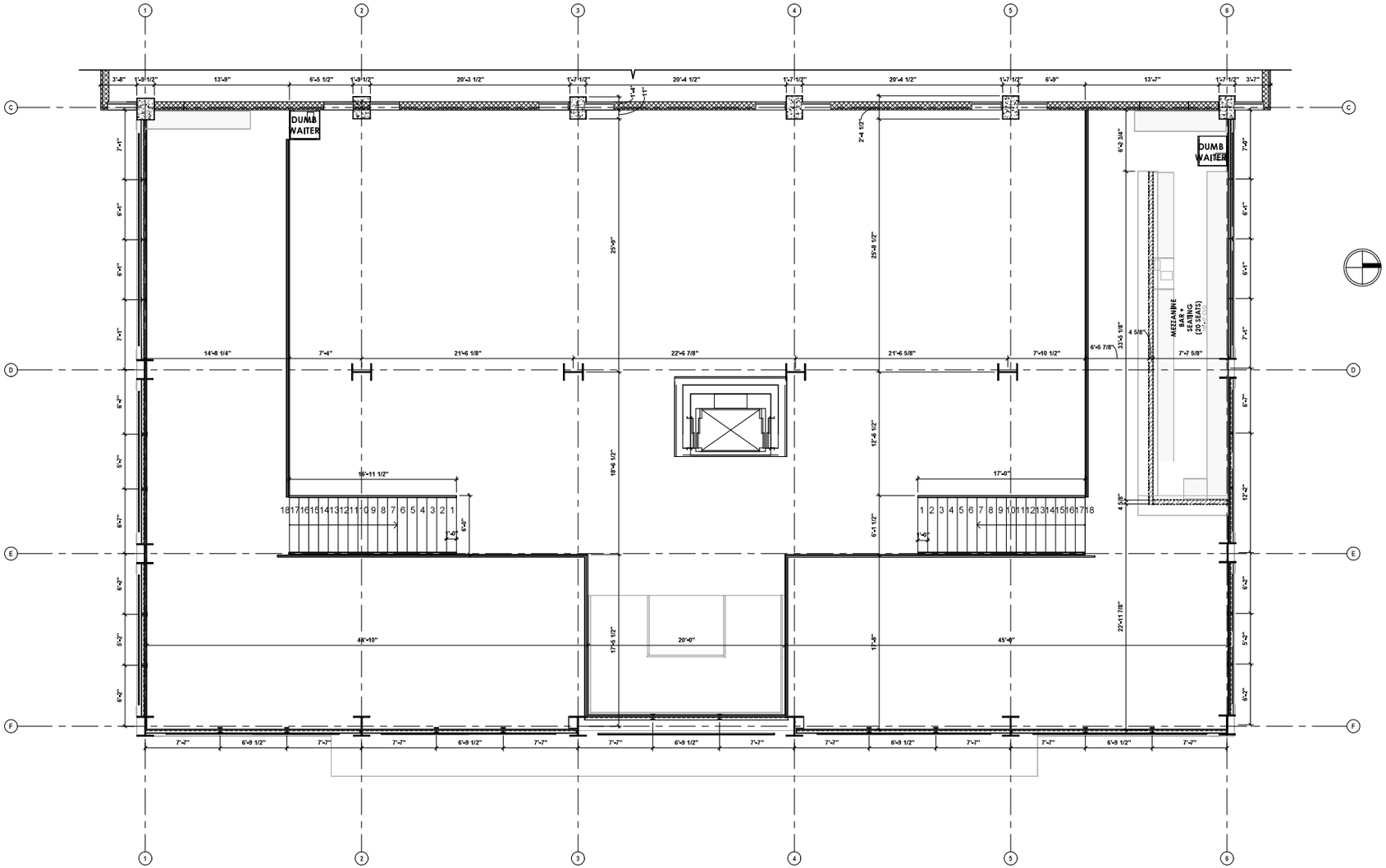
Sheet Name: **THIRD FLOOR PLAN - PROPOSED - ZONE 2**

Rev:

Sheet Number: **A1.12**

SCALE: As indicated

THE DRAWINGS CONTAINED HEREIN ARE THE PROPERTY OF INNOVATIVE DRAFTING & DESIGN, LLC. AND ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN PERMISSION OF INNOVATIVE DRAFTING & DESIGN, LLC. ANY REPRODUCTION OF THESE DRAWINGS WITHOUT THE EXPRESS WRITTEN PERMISSION OF INNOVATIVE DRAFTING & DESIGN, LLC. IS STRICTLY PROHIBITED AND SHALL BE REPORTED TO THE PROPER AUTHORITIES. ANY AND ALL PROPOSED OR EXISTING CONDITIONS AND DIMENSIONS SHOWN ON THESE DRAWINGS ARE TO BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF ANY CONSTRUCTION. ANY DISCREPANCIES FOUND IN THESE DRAWINGS SHALL BE REPORTED TO INNOVATIVE DRAFTING & DESIGN, LLC. PRIOR TO BEGINNING CONSTRUCTION. ANY CHANGES MADE TO THESE DRAWINGS WITHOUT THE KNOWLEDGE AND CONSENT OF INNOVATIVE DRAFTING & DESIGN, LLC. WILL BECOME THE RESPONSIBILITY OF THOSE MAKING THE CHANGES.



FOURTH FLOOR - PROPOSED (MEZZANINE)

3/16" = 1'-0"

THE DRAWINGS CONTAINED HEREIN, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF INNOVATIVE DRAFTING & DESIGN, LLC. AND ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF INNOVATIVE DRAFTING & DESIGN, LLC. ANY REPRODUCTION OF THESE PLANS OR PARTS THEREOF, ANY CONSTRUCTION OR DEVELOPMENT BASED ON THESE PLANS, OR ANY DISCLOSURE OF THE CONTENTS OR SUBJECT MATTER OF THESE PLANS TO ANY PERSON OR ENTITY OTHER THAN THE OWNER FOR WHOM THESE PLANS WERE PREPARED, WITHOUT THE WRITTEN PERMISSION OF INNOVATIVE DRAFTING & DESIGN, LLC, IS STRICTLY PROHIBITED. VISUAL CONTACT WITH THESE PLANS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS. ANY UNAUTHORIZED USE OF THESE PLANS MAY SUBJECT THE USER TO LEGAL ACTION, INCLUDING BUT NOT LIMITED TO CIVIL AND CRIMINAL PENALTIES, AS WELL AS LIABILITY FOR ALL DAMAGES, DIRECT AND INDIRECT, ARISING FROM SUCH UNAUTHORIZED USE. ALL RIGHTS RESERVED.

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Client Information

WILLOW CREEK HONES LLC

101 S. LOCUST ST
DENTON, TX 76201

Project #: 25068
Issue Date: 01.30.2026
Drawn By: LMA

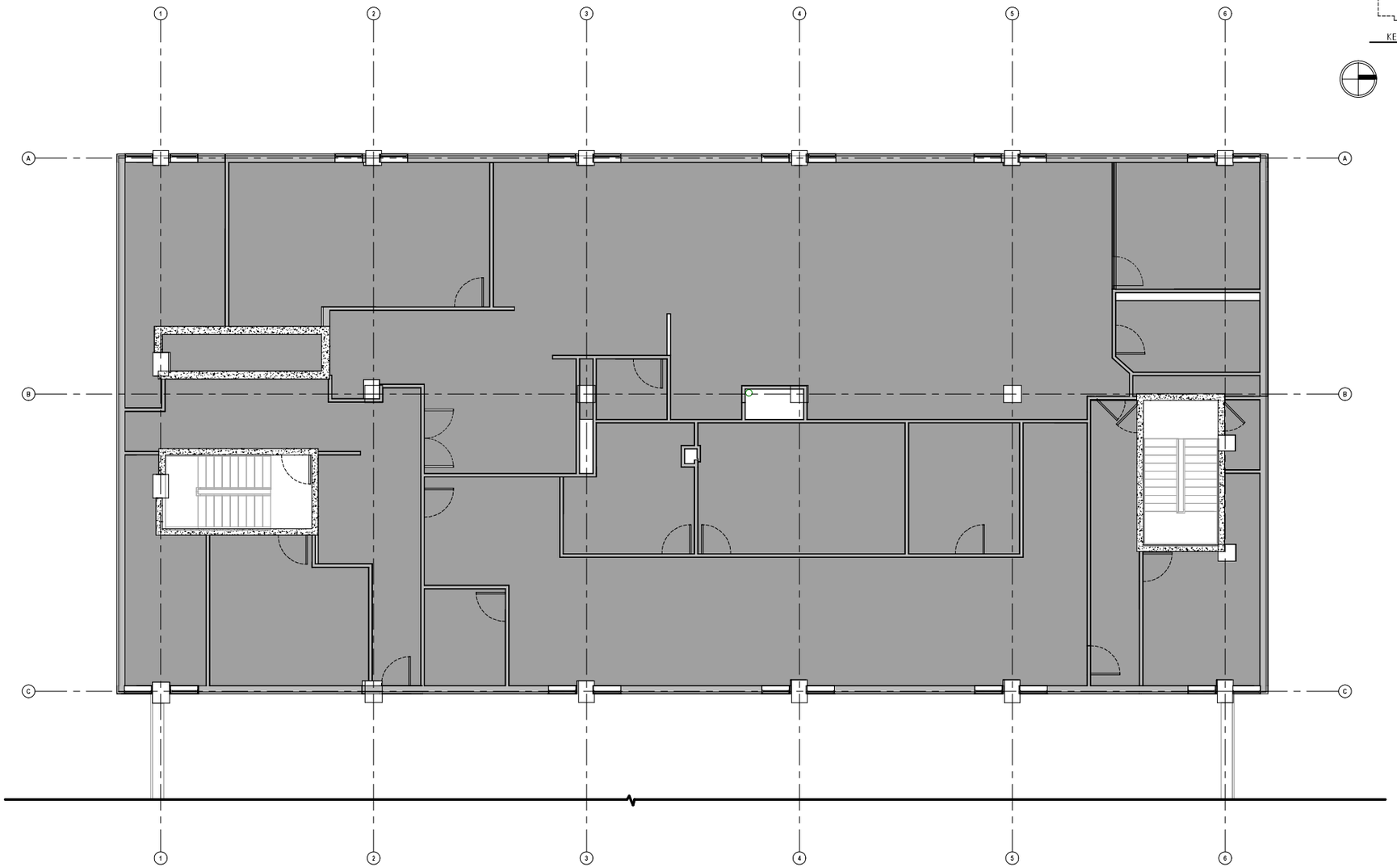
DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIVERSITY IN MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

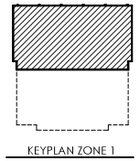
Sheet Name: **FOURTH FLOOR PLAN - PROPOSED - MEZZANINE**

Rev:

Sheet Number: **A1.13**

SCALE: 3/16" = 1'-0"





EXISTING THIRD FLOOR CEILING PLAN - ZONE 1
3/16" = 1'-0"

THE DRAWINGS CONTAINED HEREIN ARE THE PROPERTY OF INNOVATIVE DRAFTING & DESIGN, LLC. AND ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN CONSENT OF INNOVATIVE DRAFTING & DESIGN, LLC. ANY UNAUTHORIZED USE OF THESE DRAWINGS WILL BE ENFORCED TO THE FULLEST EXTENT OF THE LAW. ALL RIGHTS RESERVED. THESE DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY, WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION AND CONSENT OF INNOVATIVE DRAFTING & DESIGN, LLC. IN THE EVENT OF UNAUTHORIZED REUSE OF THESE DRAWINGS BY ANY THIRD PARTY, THE RECIPIENT AGREES TO INDEMNIFY AND HOLD INNOVATIVE DRAFTING & DESIGN, LLC. AND ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY AND ALL DAMAGES, LIABILITY, AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, ARISING FROM SUCH UNAUTHORIZED REUSE OR MODIFICATION. ANY SUCH UNAUTHORIZED USE, REPRODUCTION, OR MODIFICATION SHALL BE DEEMED TO HAVE BEEN PERFORMED AT THE DIRECTION AND SUPERVISION OF THE RECIPIENT, WHO SHALL ASSUME FULL RESPONSIBILITY AND LIABILITY FOR ANY RESULTING CLAIMS, DAMAGES, OR LOSSES. THE RECIPIENT SHALL ALSO BE RESPONSIBLE FOR ANY REVISIONS OR CORRECTIONS TO THE DRAWINGS THAT MAY BE REQUIRED BY INNOVATIVE DRAFTING & DESIGN, LLC. BEFORE THE RECIPIENT MAY PROCEED WITH CONSTRUCTION BASED ON THESE DRAWINGS. THE RECIPIENT'S USE OF THESE DRAWINGS SHALL CONSTITUTE ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH HEREIN.

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Client Information
WILLOW CREEK HONES LLC

101 S. LOCUST ST
DENTON, TX 76201

Project #: 25068
Issue Date: 01.30.2026
Drawn By: LMA

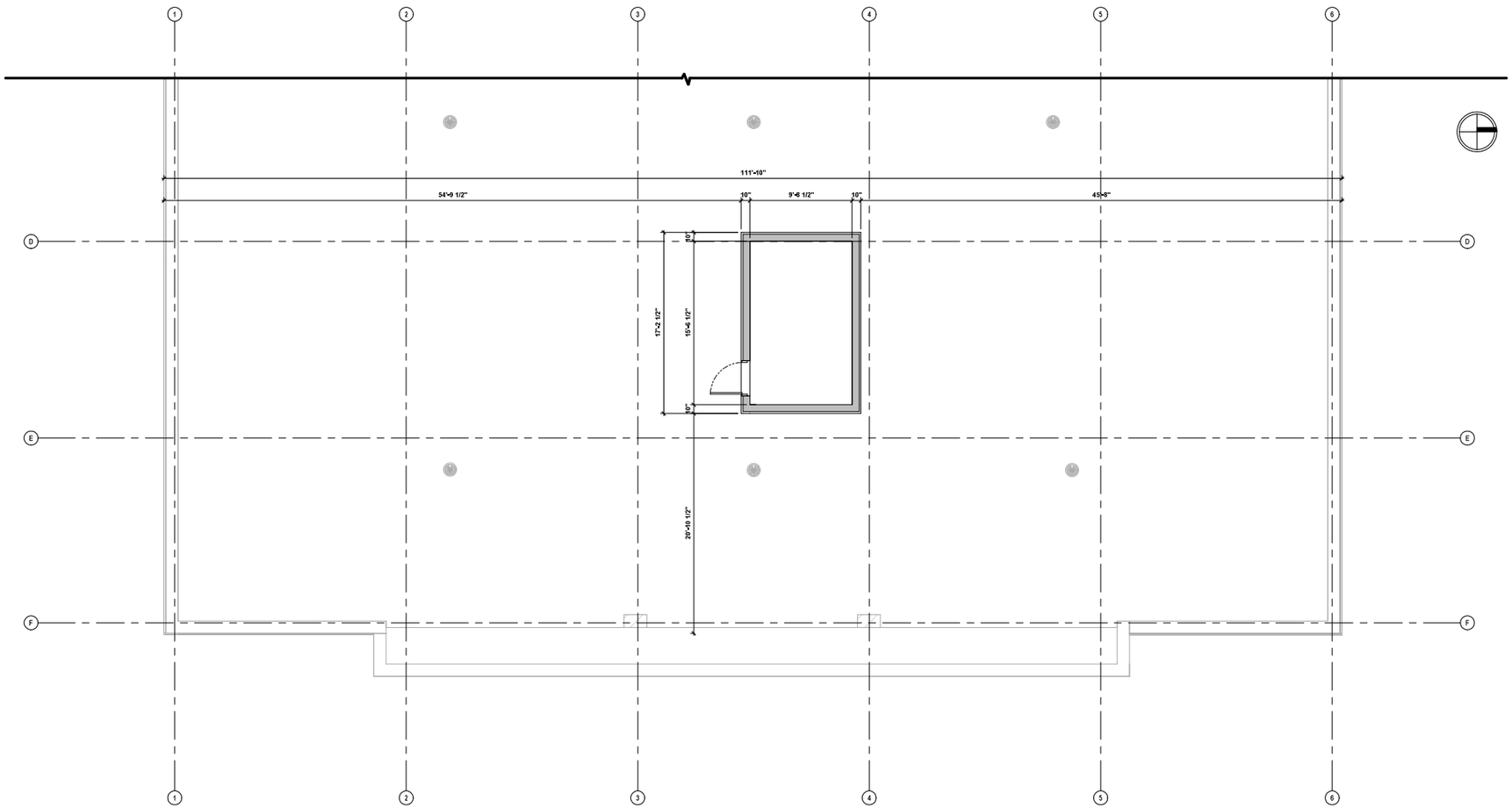
DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIVERSITY IN MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

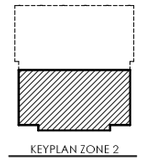
Sheet Name
THIRD FLOOR CEILING PLAN - EXISTING - ZONE 1

Rev.

Sheet Number
A1.14

SCALE:As indicated

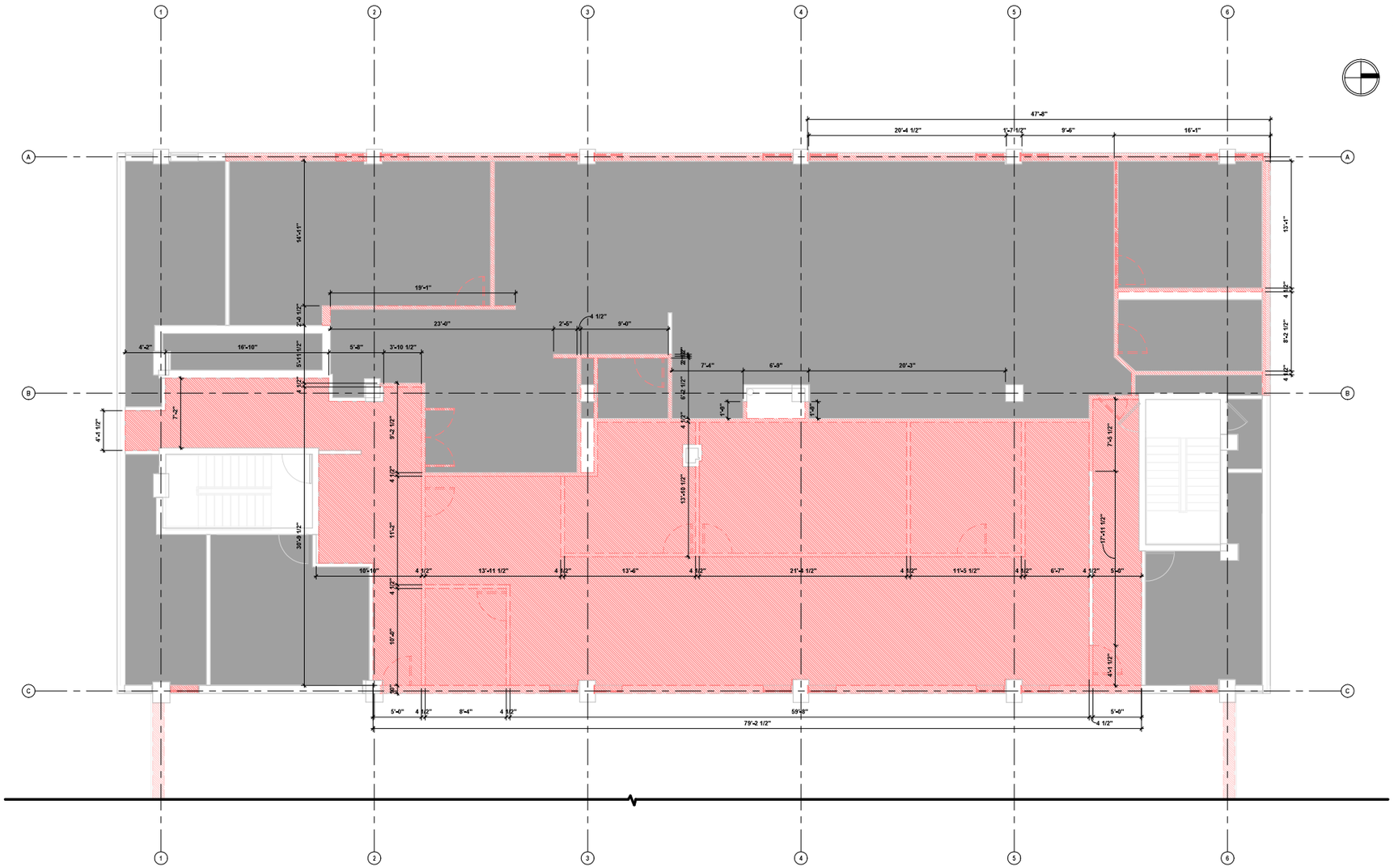



KEYPLAN ZONE 2

EXISTING THIRD FLOOR CEILING PLAN - ZONE 2

3/16" = 1'-0"

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KEYPLAN ZONE 1

DEMO THIRD FLOOR CEILING PLAN - ZONE 1

3/16" = 1'-0"

GENERAL NOTES FOR DEMO PLAN:

- DEMO ALL WALLS W/DIAGONAL HATCH
- DEMO ALL DOORS W/DASHED RED LINES
- DEMO ALL WINDOWS W/DASHED RED LINES
- DEMO/REMOVE ALL KITCHEN CABINETS AND APPLIANCES VERIFY W/ CLIENT

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Client Information

WILLOW CREEK HONES LLC

101 S. LOCUST ST
DENTON, TX 76201

Project #: 25068
Issue Date: 01.30.2026
Drawn By: LMA

DUE TO LAMINATION IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIVERSITY IN MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name: **THIRD FLOOR CEILING PLAN - DEMO - ZONE 1**

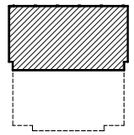
Plan:

Sheet Number: **A1.16**

SCALE:As indicated

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KEYPLAN ZONE 1

PROPOSED THIRD FLOOR CEILING PLAN - ZONE 1

3/16" = 1'-0"

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Client Information

WILLOW CREEK HONES LLC

101 S. LOCUST ST
DENTON, TX 76201

Project #: 25068
Issue Date: 01.30.2026
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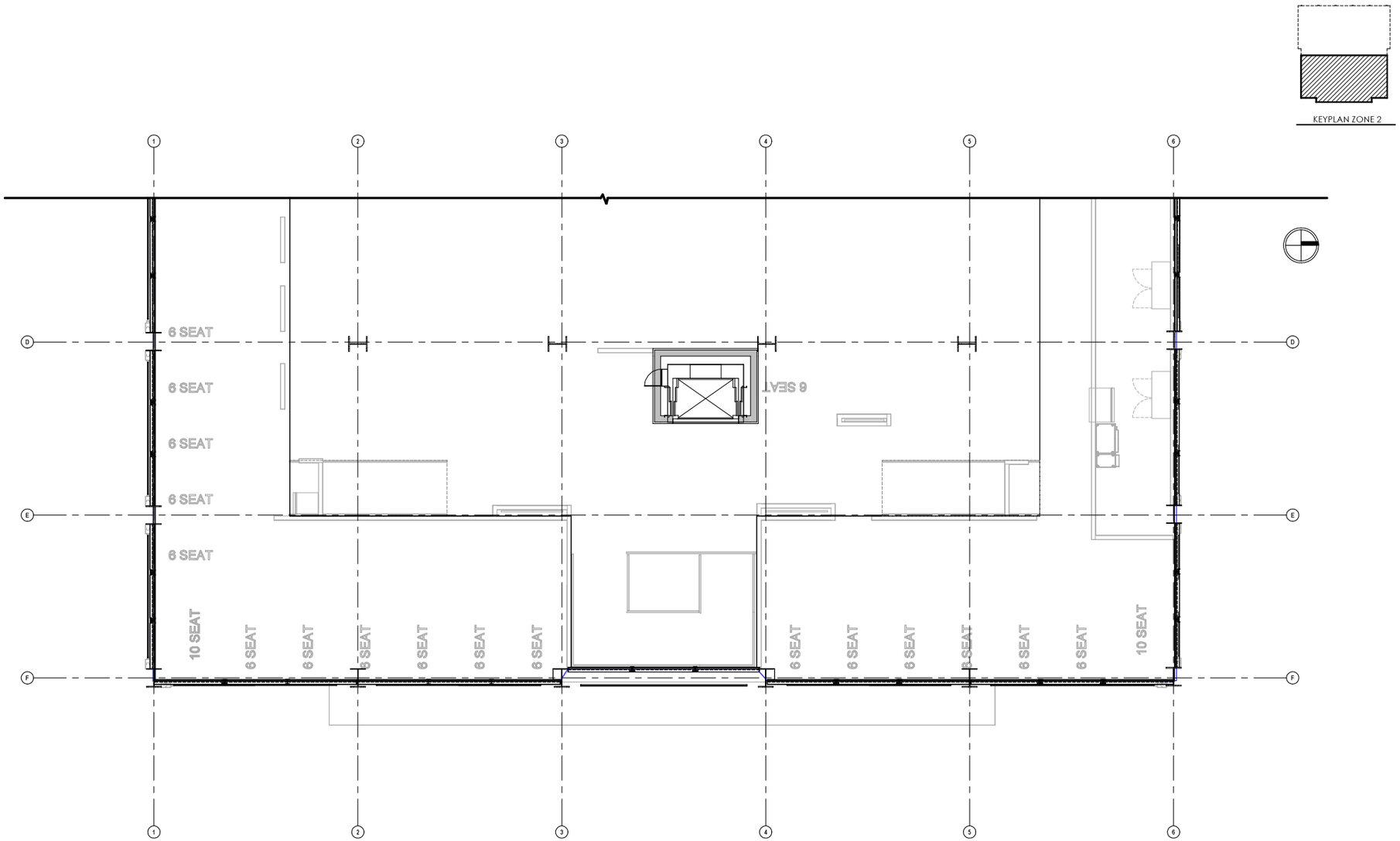
Sheet Name: **THIRD FLOOR CEILING PLAN - PROPOSED - ZONE 1**

Rev:

Sheet Number: **A1.17**

SCALE:As indicated

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PROPOSED THIRD FLOOR CEILING PLAN - ZONE 2

3/16" = 1'-0"

THE DRAWINGS CONTAINED HEREIN, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF INNOVATIVE DRAFTING & DESIGN, LLC. AND SHALL NOT BE USED IN WHOLE OR IN PART FOR ANY WORK ON ANY OTHER PROJECT WITHOUT THE WRITTEN AGREEMENT OF INNOVATIVE DRAFTING & DESIGN, LLC. ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHT, ARE RESERVED BY INNOVATIVE DRAFTING & DESIGN, LLC. ANY REPRODUCTION, ALTERATION, MODIFICATION, DISTRIBUTION, PUBLICATION, DISPLAY, OR USE OF THESE DRAWINGS WITHOUT THE EXPRESS WRITTEN CONSENT OF INNOVATIVE DRAFTING & DESIGN, LLC. IS STRICTLY PROHIBITED AND MAY RESULT IN LEGAL ACTION. ANY UNAUTHORIZED USE SHALL BE AT THE SOLE RISK AND LIABILITY OF THE USER. BY ACCEPTING AND/OR USING THESE DRAWINGS, THE USER AGREES TO INDEMNIFY AND HOLD HARMLESS INNOVATIVE DRAFTING & DESIGN, LLC. FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES ARISING OUT OF OR RESULTING FROM SUCH UNAUTHORIZED USE. SHOULD ANY CONFLICT ARISE BETWEEN THESE DRAWINGS AND OTHER CONTRACT DOCUMENTS, THE MORE STRINGENT REQUIREMENT SHALL APPLY. ALL RESPONSIBILITY FOR THE INTERPRETATION OF THESE DRAWINGS SHALL BE BORNE BY THE USER. INNOVATIVE DRAFTING & DESIGN, LLC. SHALL NOT BE HELD RESPONSIBLE FOR MISINTERPRETATIONS, OMISSIONS, OR ERRORS RESULTING FROM THE USER'S FAILURE TO SEEK CLARIFICATION PRIOR TO CONSTRUCTION. ANY REVISIONS MADE TO THESE DRAWINGS BY ANY PARTY OTHER THAN INNOVATIVE DRAFTING & DESIGN, LLC. SHALL RENDER THEM INVALID FOR CONSTRUCTION PURPOSES AND SHALL RELIEVE INNOVATIVE DRAFTING & DESIGN, LLC. OF ALL RESPONSIBILITY FOR THE PROJECT. BY USING THESE DRAWINGS, THE USER ACKNOWLEDGES AND AGREES TO THE TERMS AND CONDITIONS SET FORTH HEREIN.

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DENTON, TX 76201

Project #: 25068
Issue Date: 01.30.2026
Drawn By: LMA

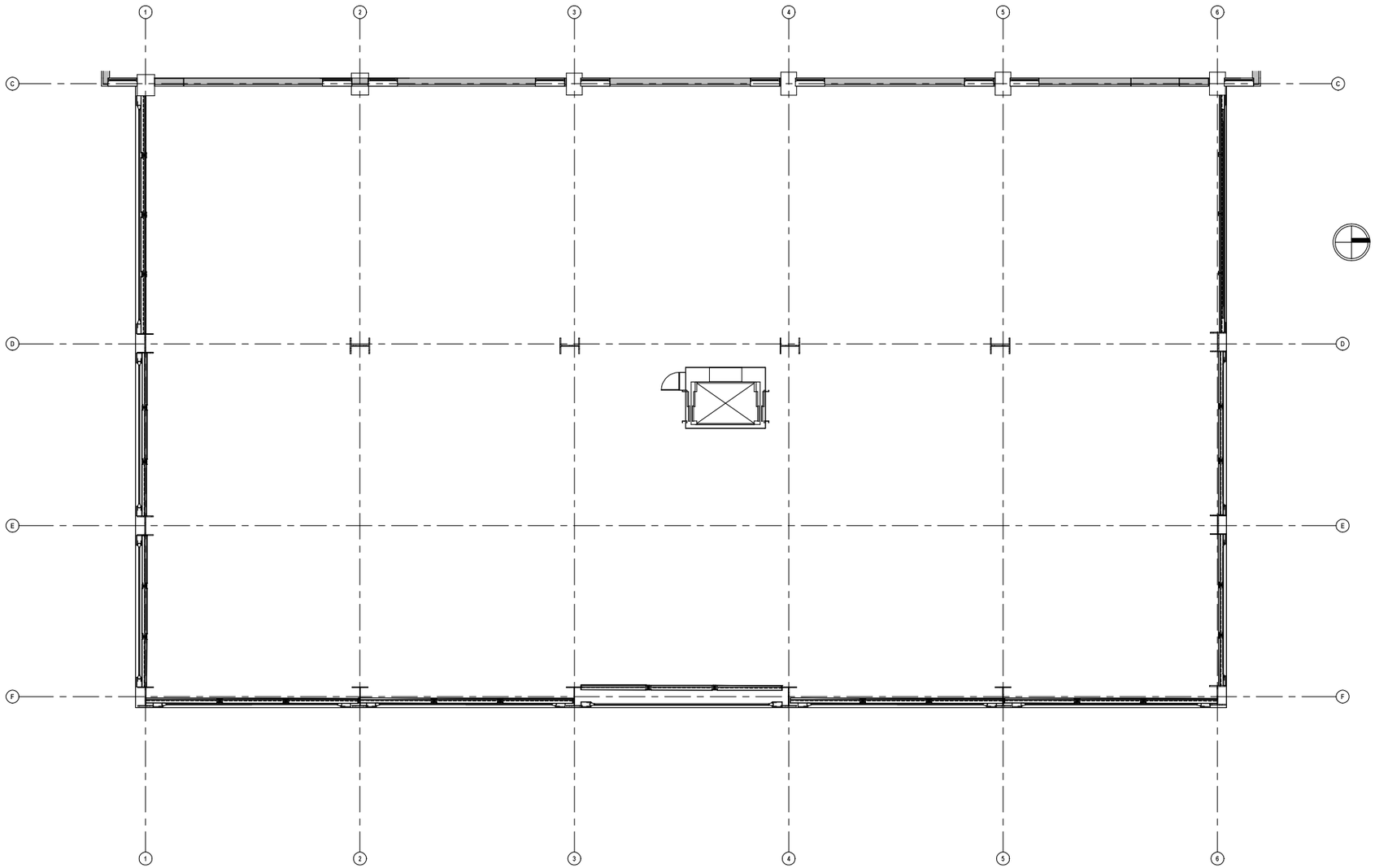
DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIMENSION MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name: **THIRD FLOOR CEILING PLAN - PROPOSED - ZONE 2**

Rev:

Sheet Number: **A1.18**

SCALE: As indicated



3. PROPOSED FOURTH FLOOR CEILING PLAN (MEZZANINE)

3/16" = 1'-0"

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(214)407-3404

Client Information

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Project #: 25068
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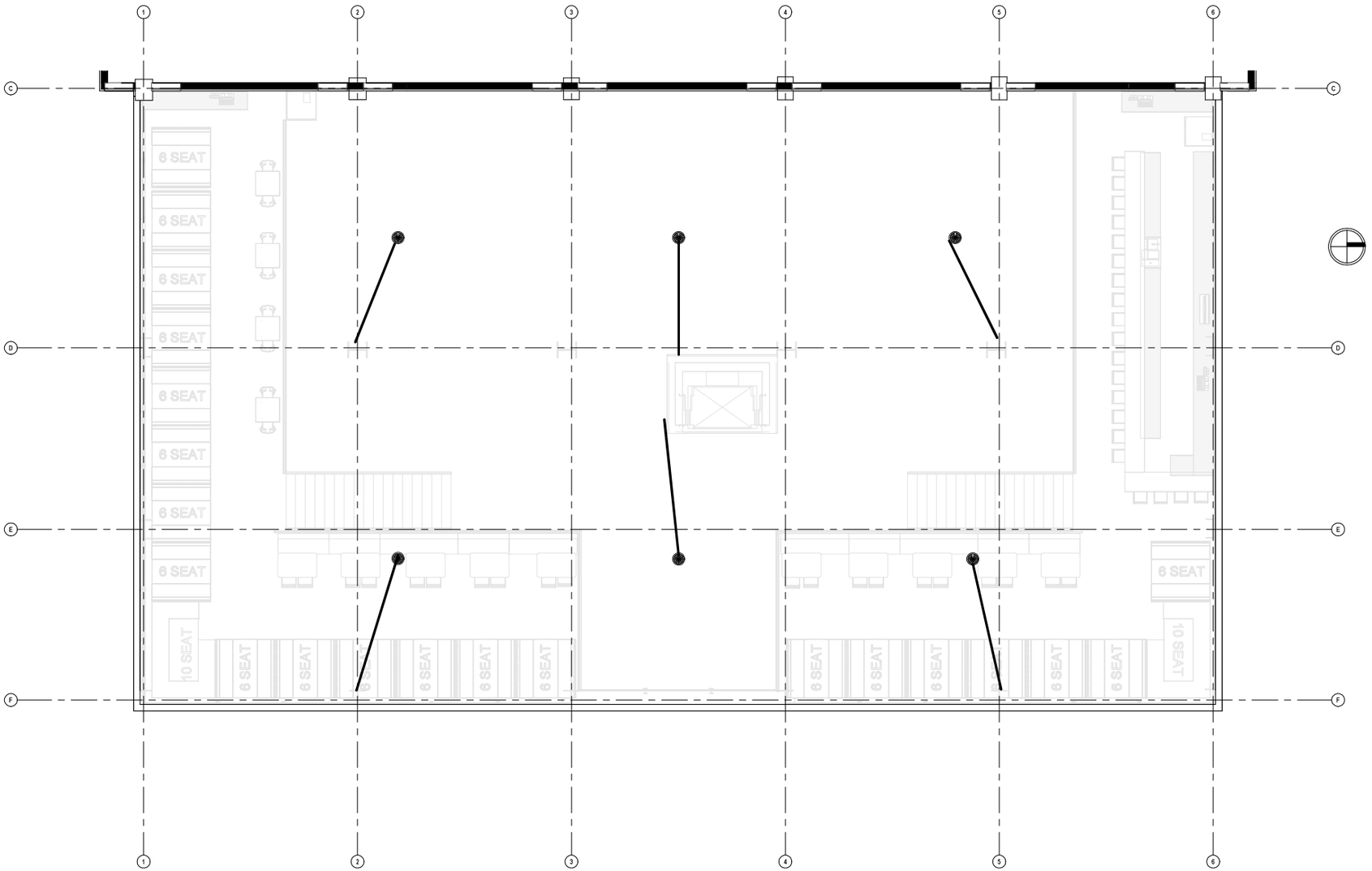
Sheet Name
FOURTH FLOOR CEILING PLAN - PROPOSED - MEZZANINE

Rev.

Sheet Number
A1.19

SCALE: 3/16" = 1'-0"

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8. ROOF PLAN - PROPOSED

3/16" = 1'-0"

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INFO@IDD-TX.COM
(214)407-3404

Client Information

WILLOW CREEK HONES LLC

101 S. LOCUST ST

DENTON, TX 76201

Project #: 25068

Issue Date: 01.30.2026

Drawn By: LMA

DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIMENSION MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name: **ROOF PLAN PROPOSED - MEZZANINE**

Rev:

Sheet Number: **A1.20**

SCALE: 3/16" = 1'-0"

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SHOULD ANY ENGINEERING SEAL BE PRESENT ON THESE DRAWINGS, THE ENGINEER OF RECORD SHALL BEAR ALL RESPONSIBILITY FOR THE STRUCTURE. INNOVATIVE DRAFTING & DESIGN, LLC IS NOT TO BE HELD RESPONSIBLE FOR THE STRUCTURAL DESIGN IN ANY WAY, MATTER OR FORM. IF ANY ISSUES OF PROBLEMS ARISE, PLEASE C

Sheet Number: A2.01 SCALE:	Title:	Sheet Name: INTERIOR VIEWS	ALL DIMENSIONS, ELEVATIONS, TOPOGRAPHY, TREE LOCATIONS, AND OTHER SITE CONDITIONS SHOWN ON THESE PLANS ARE APPROXIMATE AND MAY VARY IN THE FIELD.	**Project #:** 25068 **Issue Date:** 01.30.2026 **Drawn By:** LMA	101 S. LOCUST ST DENTON, TX 76201	Client Information: WILLOW CREEK HONES LLC

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INFO@IDD-TX.COM
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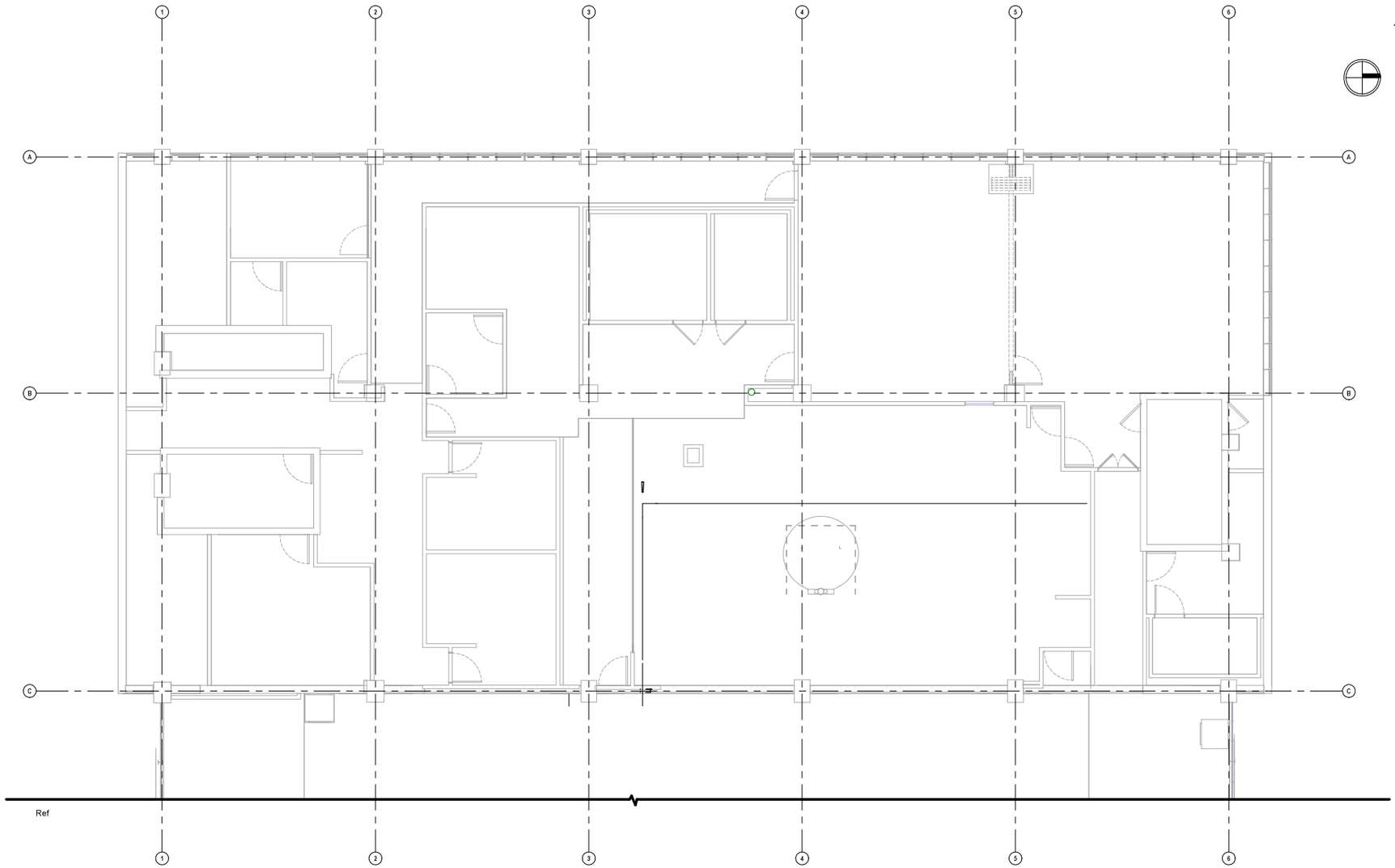
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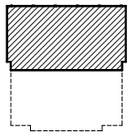
Sheet Number: A2.02 SCALE:	Title:	Sheet Name: EQUIPMENT SHEET	DO NOT SCALE PRINTS. USE FIGURED DIMENSIONS ONLY. TECHNIQUES AND METHODS OF CONSTRUCTION ARE THE CONTRACTOR'S RESPONSIBILITY. ELEVATIONS ARE APPROXIMATE AND MAY VARY WITH FIELD CONDITIONS.	Project #: 25068 Issue Date: 01.30.2026 Drawn By: LMA	101 S. LOCUST ST DENTON, TX 76201

Client Information

WILLOW CREEK HONES LLC

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(214)407 - 3404





KEYPLAN ZONE 1

PROPOSED THIRD FLOOR ELECTRICAL PLAN - ZONE 1

3/16" = 1'-0"

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DRAFTING & DESIGN
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(214)407-3404

Client Information

WILLOW CREEK HONES LLC

101 S. LOCUST ST

DENTON, TX 76201

Project #: 25068

Issue Date: 01.30.2026

Drawn By: LMA

DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIMENSIONAL MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

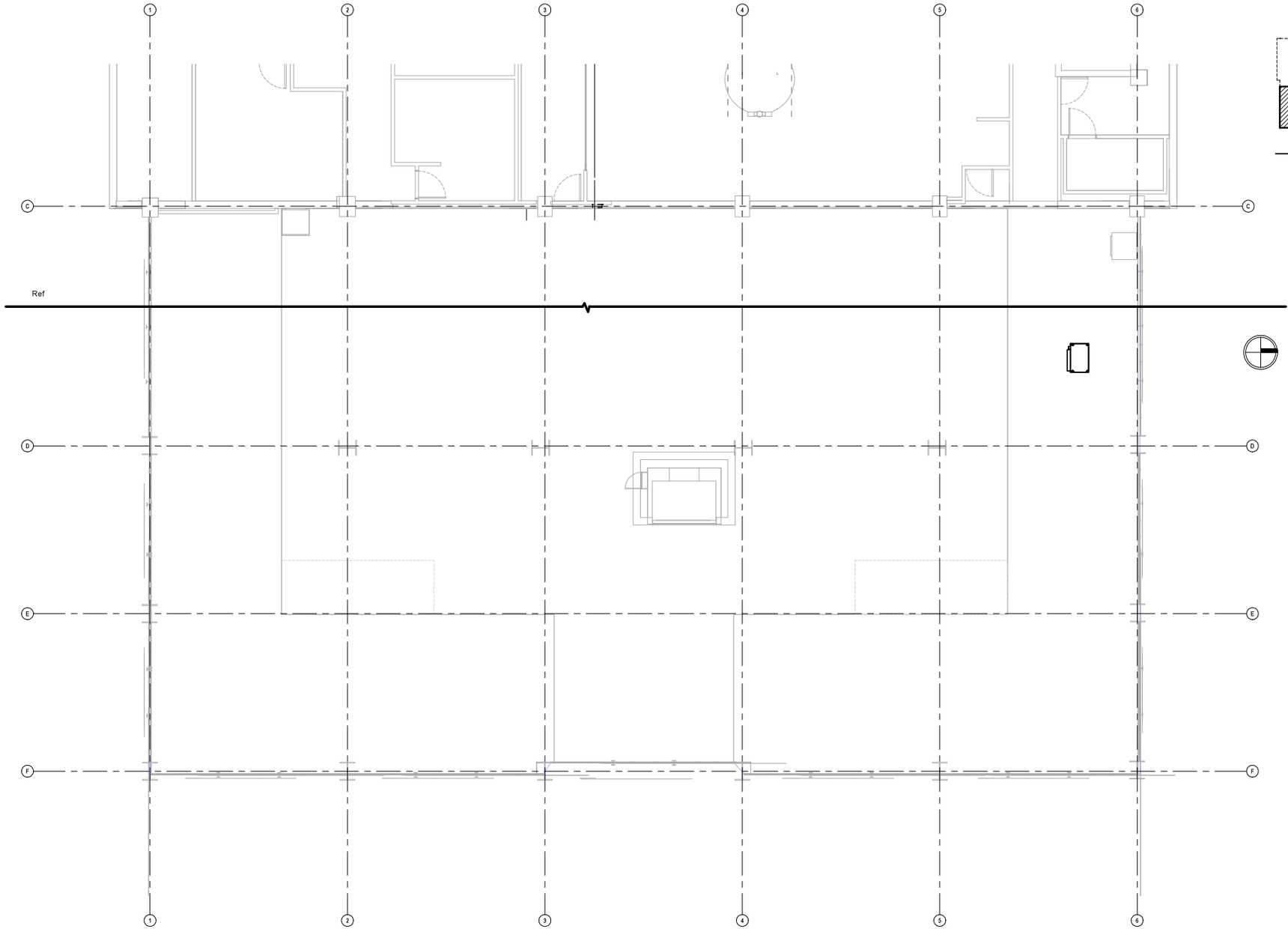
Sheet Name: **THIRD FLOOR ELECTRICAL PLAN - ZONE 1**

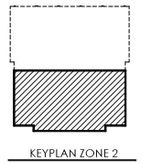
Rev:

Sheet Number: **A2.03**

SCALE:As indicated

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KEYPLAN ZONE 2

PROPOSED THIRD FLOOR ELECTRICAL PLAN - ZONE 2

3/16" = 1'-0"

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INNOVATIVE DRAFTING & DESIGN

Client Information

WILLOW CREEK HONES LLC

101 S. LOCUST ST

DENTON, TX 76201

Project #: 25068

Issue Date: 01.30.2026

Drawn By: LMA

DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIMENSION MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name

THIRD FLOOR ELECTRICAL PLAN - ZONE 2

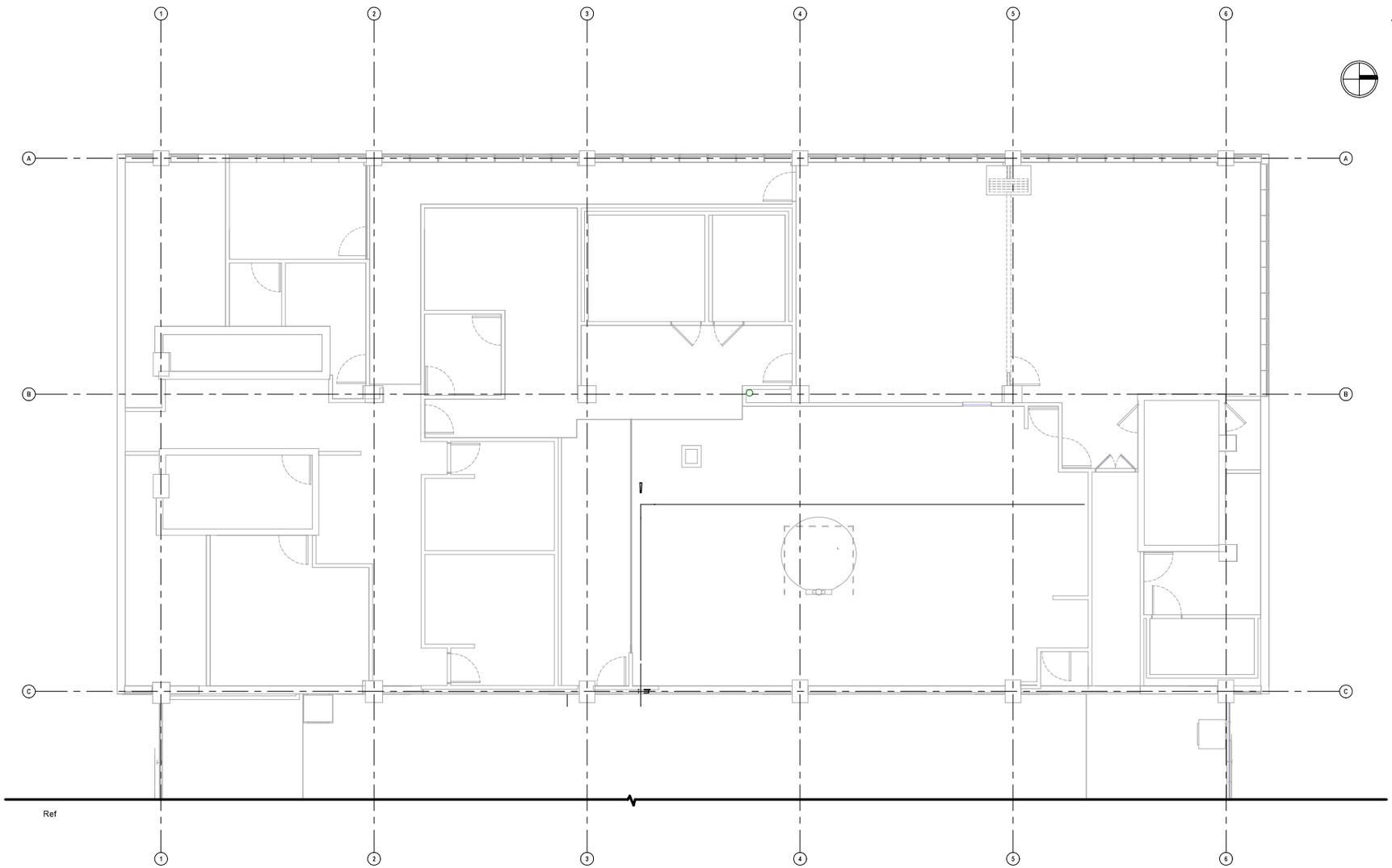
Rev.

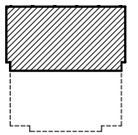
Sheet Number

A2.04

SCALE:As indicated

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KEYPLAN ZONE 1

PROPOSED THIRD FLOOR PLUMBING PLAN - ZONE 1

3/16" = 1'-0"

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(214)407-3404

Client Information

WILLOW CREEK HONES LLC

101 S. LOCUST ST
DENTON, TX 76201

Project #: 25068
Issue Date: 01.30.2026
Drawn By: LMA

DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIMENSION MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

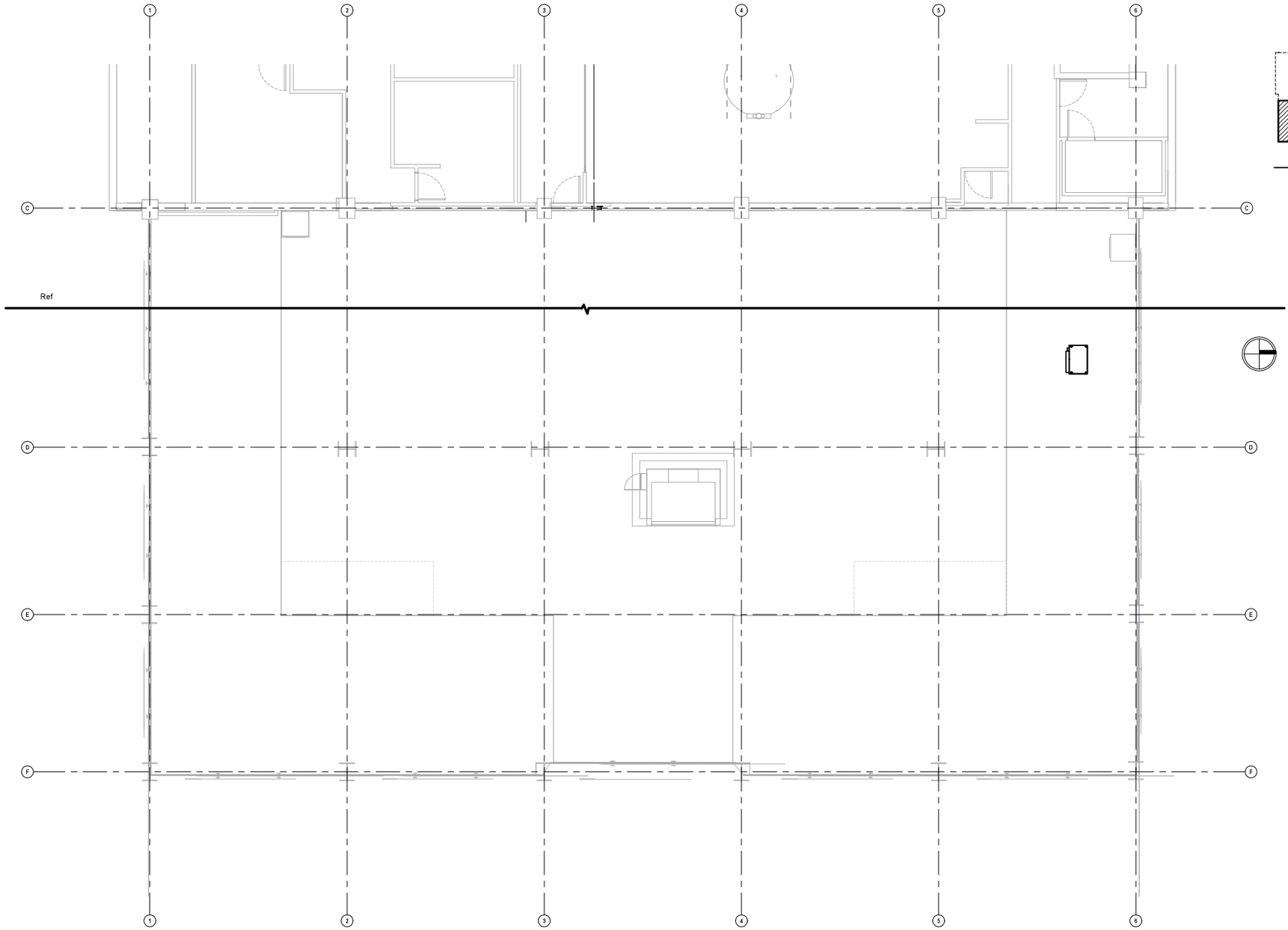
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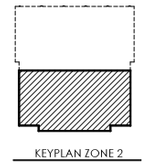
Rev:

Sheet Number: **A2.05**

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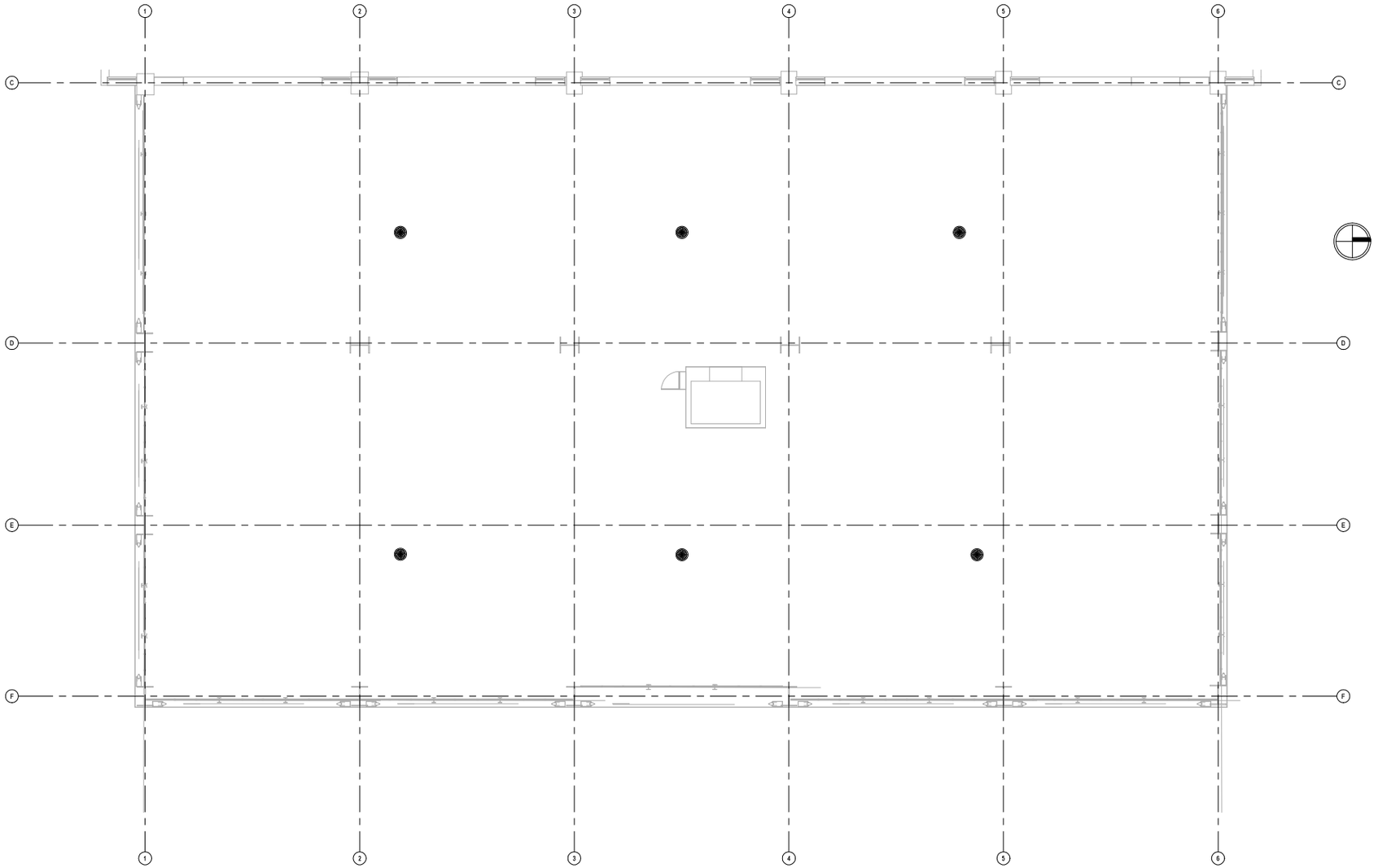


KEYPLAN ZONE 2

PROPOSED THIRD FLOOR PLUMBING PLAN - ZONE 2

3/16" = 1'-0"

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PROPOSED FOURTH FLOOR PLUMBING PLAN (MEZZANINE)

3/16" = 1'-0"

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THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES, ORDINANCES, AND REGULATIONS. ANY DEVIATIONS FROM THESE DRAWINGS MUST BE APPROVED IN WRITING BY THE DESIGNER AND THE BUILDING OFFICIAL BEFORE IMPLEMENTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CORRECTIONS REQUIRED BY THE BUILDING OFFICIAL DUE TO NON-COMPLIANCE.
THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB SITE PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO THE DESIGNER BEFORE PROCEEDING WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION METHODS, TECHNIQUES, SEQUENCES, AND SAFETY PRECAUTIONS IN CONNECTION WITH THE WORK. THESE DRAWINGS DO NOT INDICATE OR IMPLY RESPONSIBILITY FOR JOB SITE SAFETY, WHICH SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
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(214)407-3404

Client Information

WILLOW CREEK HONES LLC

101 S. LOCUST ST
DENTON, TX 76201

Project #: 25068
Issue Date: 01.30.2026
Drawn By: LMA

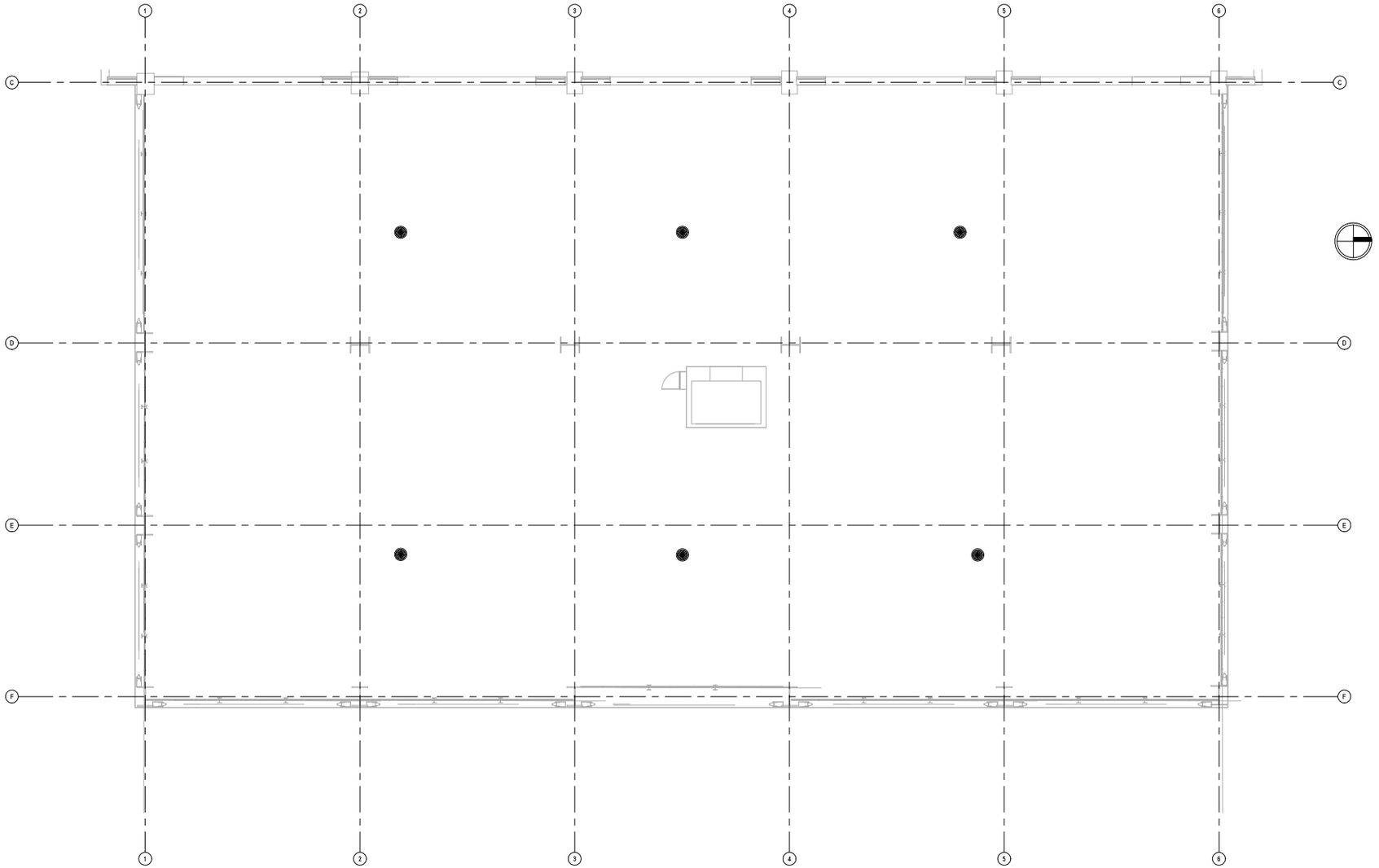
DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIVERSITY IN MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name
FOURTH FLOOR PLUMBING PLAN - MEZZANINE

Plan

Sheet Number
A2.07

SCALE: 3/16" = 1'-0"



PROPOSED FOURTH FLOOR ELECTRICAL PLAN (MEZZANINE)

3/16" = 1'-0"

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101 S. LOCUST ST

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Sheet Name: **FOURTH FLOOR ELECTRICAL PLAN - MEZZANINE**

Rev:

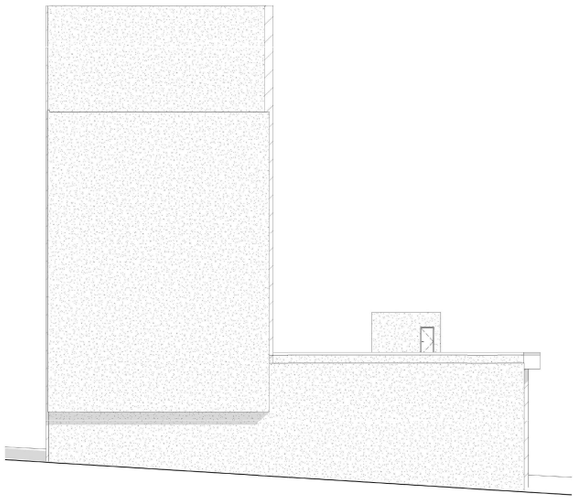
Sheet Number: **A2.08**

SCALE: 3/16" = 1'-0"

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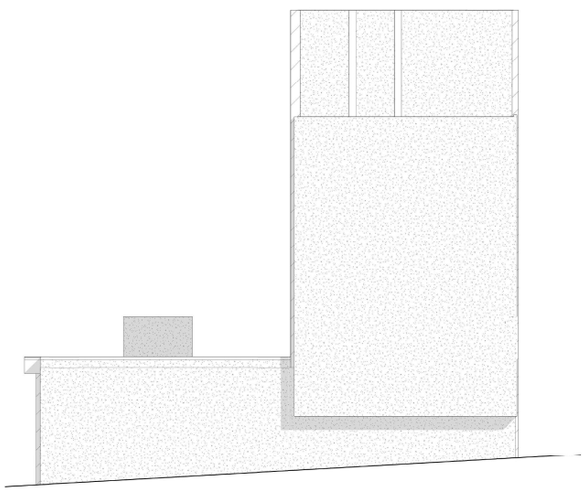
EAST - EXISTING / DEMO
1/16" = 1'-0"



SOUTH ELEVATION - EXISTING / DEMO
1/16" = 1'-0"



WEST ELEVATION - EXISTING / DEMO
1/16" = 1'-0"



NORTH ELEVATION - EXISTING / DEMO
1/16" = 1'-0"

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Client Information
WILLOW CREEK HONES LLC

101 S. LOCUST ST
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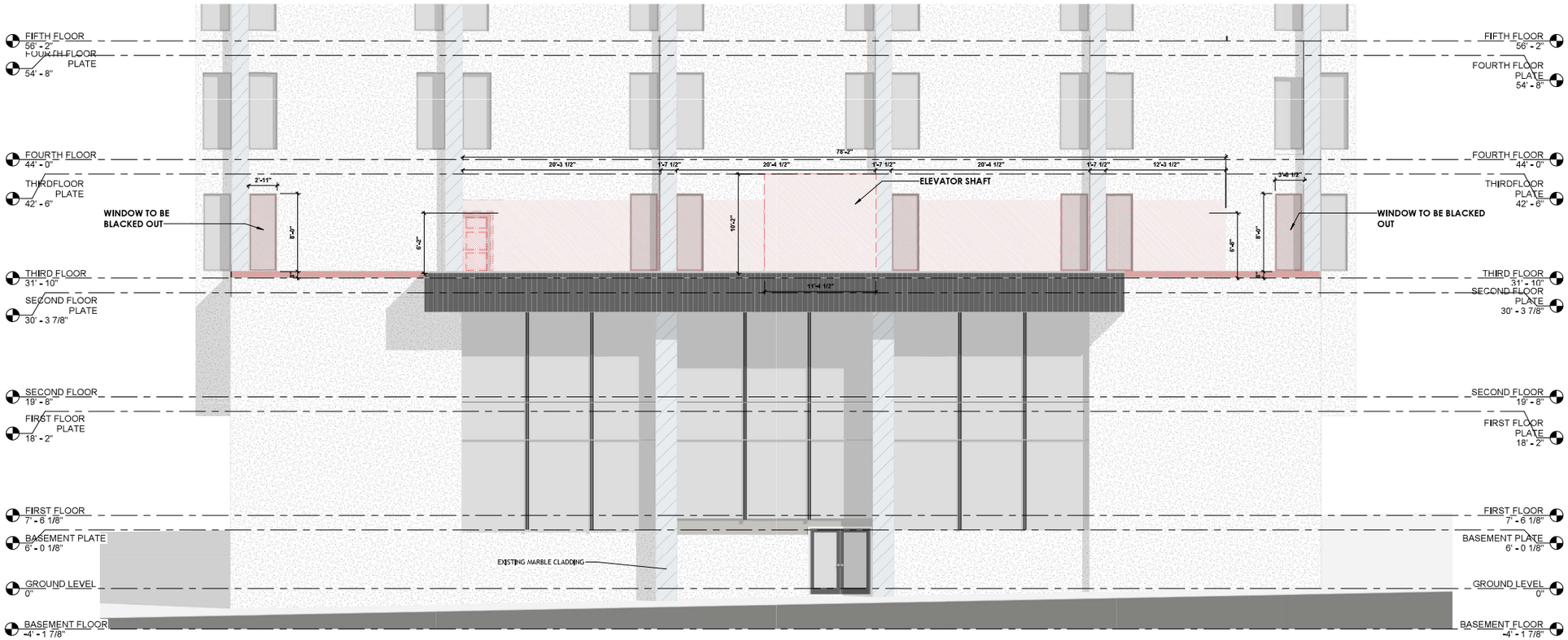
Project #: 25068
Issue Date: 01.30.2026
Drawn By: LMA

DUE TO VARIATIONS IN CITY REGULATIONS, CONSTRUCTION TECHNIQUES, AND DIMENSIONAL MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name
ELEVATIONS - EXISTING

Rev.

Sheet Number
A2.09
SCALE: 1/16" = 1'-0"



EAST ELEVATION - EXISTING / DEMO - UP TO L5

3/16" = 1'-0"

GENERAL NOTES FOR DEMO PLAN:

- DEMO ALL WALLS W/DIAGONAL HATCH
- DEMO ALL DOORS W/DASHED RED LINES
- DEMO ALL WINDOWS W/DASHED RED LINES
- DEMO/REMOVE ALL KITCHEN CABINETS AND APPLIANCES VERIFY W/ CLIENT

EXISTING MATERIALS:

EXISTING MARBLE CLADDING

EXISTING MASONRY

EXISTING GLASS

EXISTING ALUMINUM CLADDING

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Project #: 25068
Issue Date: 01.30.2026
Drawn By: LMA

DUE TO LAMINATION IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIMENSION MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

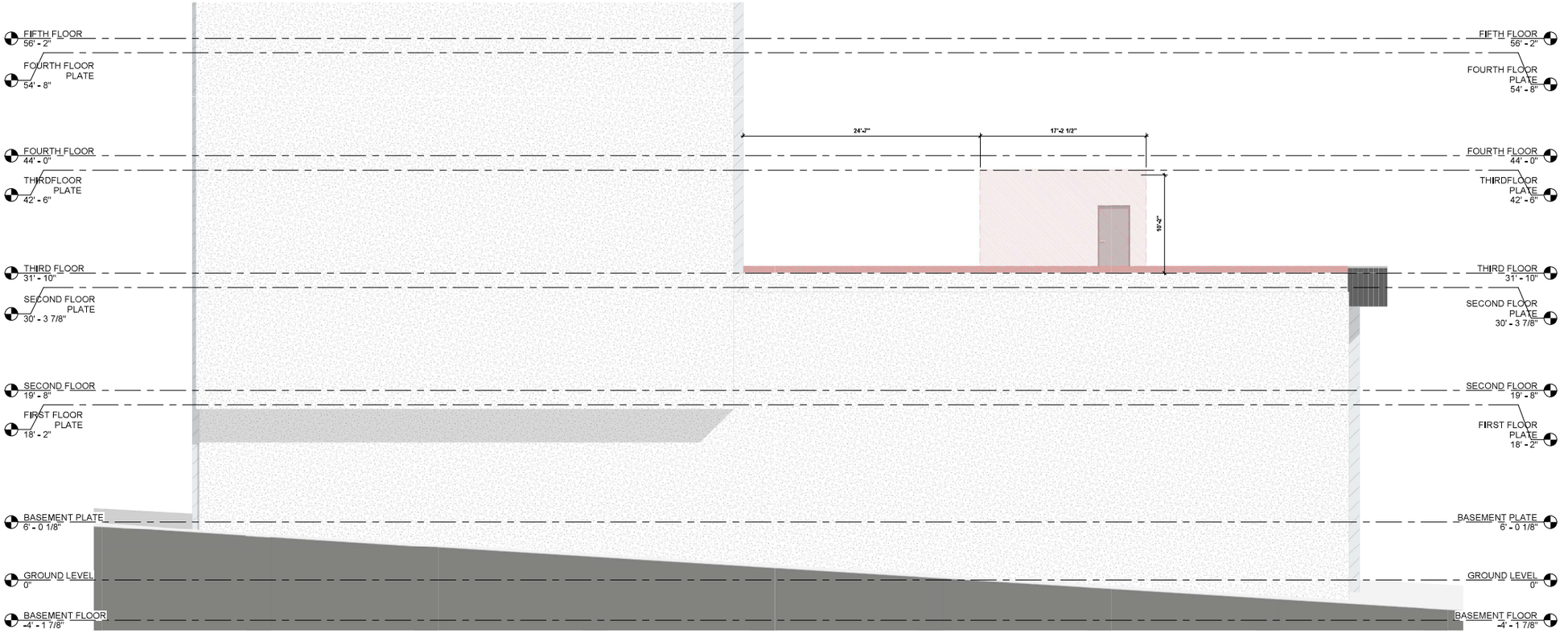
Sheet Name: **EAST ELEVATION - EXISTING/DEMO**

Rev:

Sheet Number: **A2.10**

SCALE: As indicated

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SOUTH ELEVATION - EXISTING / DEMO - UP TO L5

3/16" = 1'-0"

GENERAL NOTES FOR DEMO PLAN:

- DEMO ALL WALLS W/DIAGONAL HATCH
- DEMO ALL DOORS W/DASHED RED LINES
- DEMO ALL WINDOWS W/DASHED RED LINES
- DEMO/REMOVE ALL KITCHEN CABINETS AND APPLIANCES VERIFY W/ CLIENT

EXISTING MATERIALS:

EXISTING MARBLE CLADDING

EXISTING MASONRY

EXISTING GLASS

EXISTING ALUMINUM CLADDING

THE DRAWINGS AND SPECIFICATIONS, AND IDEAS, DESIGNS, AND ARRANGEMENTS REPRESENTED THEREIN ARE THE PROPERTY OF INNOVATIVE DRAFTING & DESIGN, LLC. AND ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF INNOVATIVE DRAFTING & DESIGN, LLC. ANY REPRODUCTION OF THESE DRAWINGS AND SPECIFICATIONS, OR ANY PART THEREOF, WITHOUT THE WRITTEN PERMISSION OF INNOVATIVE DRAFTING & DESIGN, LLC. IS PROHIBITED AND ANY PERSON USING THESE DRAWINGS AND SPECIFICATIONS WITHOUT SUCH PERMISSION SHALL BE LIABLE TO INNOVATIVE DRAFTING & DESIGN, LLC. FOR ALL DAMAGES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES) RESULTING THEREFROM. ANY REUSE OF THESE DRAWINGS AND SPECIFICATIONS FOR ANY OTHER PROJECT OR ADDITIONS TO THIS PROJECT OR ALTERATIONS TO THIS PROJECT BY ANY PARTY OTHER THAN INNOVATIVE DRAFTING & DESIGN, LLC. IS FORBIDDEN AND ANY PERSON REUSING THESE DRAWINGS AND SPECIFICATIONS FOR THE PREPARATION OR ALTERATION OF ANY PLANS OR DRAWINGS FOR THIS PROJECT OR ANY OTHER PROJECT SHALL BE LIABLE TO INNOVATIVE DRAFTING & DESIGN, LLC. AND SHALL BE REQUIRED TO INDEMNIFY INNOVATIVE DRAFTING & DESIGN, LLC. FOR ANY AND ALL LIABILITY AND ATTORNEY'S FEES RESULTING FROM SUCH REUSE OR PREPARATION OF SUCH PLANS OR DRAWINGS. ANY REUSE OF THESE DRAWINGS AND SPECIFICATIONS WILL BE REGARDED AS AN ACT OF INFRINGEMENT OF COPYRIGHT AND OTHER PROPERTY RIGHTS OF INNOVATIVE DRAFTING & DESIGN, LLC. WHICH RESERVES ALL LEGAL RIGHTS AND REMEDIES IN RESPECT OF ANY SUCH INFRINGEMENT. ALL DIMENSIONS SHALL BE VERIFIED ON THE JOB BY THE CONTRACTOR BEFORE ANY WORK IS COMMENCED. ANY DISCREPANCIES SHALL BE REPORTED TO INNOVATIVE DRAFTING & DESIGN, LLC. PRIOR TO ANY CONSTRUCTION. ALL WORK SHALL CONFORM TO THE APPLICABLE BUILDING CODES AND ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THESE DRAWINGS AND SPECIFICATIONS DO NOT INDICATE A METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PERFORMANCE OF THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THESE DRAWINGS AND SPECIFICATIONS DO NOT INDICATE A METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PERFORMANCE OF THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK.

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Client Information

WILLOW CREEK HONES LLC

101 S. LOCUST ST
DENTON, TX 76201

Project #: 25068
Issue Date: 01.30.2026
Drawn By: LMA

DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIMENSIONS IN MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name
SOUTH ELEVATION - EXISTING/DEMO

Rev.

Sheet Number
A2.11

SCALE:As indicated



WEST ELEVATION - EXISTING / DEMO - UP TO L5

3/16" = 1'-0"

GENERAL NOTES FOR DEMO PLAN:

- DEMO ALL WALLS W/DIAGONAL HATCH
- DEMO ALL DOORS W/DASHED RED LINES
- DEMO ALL WINDOWS W/DASHED RED LINES
- DEMO/REMOVE ALL KITCHEN CABINETS AND APPLIANCES VERIFY W/ CLIENT

EXISTING MATERIALS:

EXISTING MARBLE CLADDING

EXISTING MASONRY

EXISTING GLASS

EXISTING ALUMINUM CLADDING

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Project #: 25068
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Drawn By: LMA

DUE TO LAMINATION IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIMENSION MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

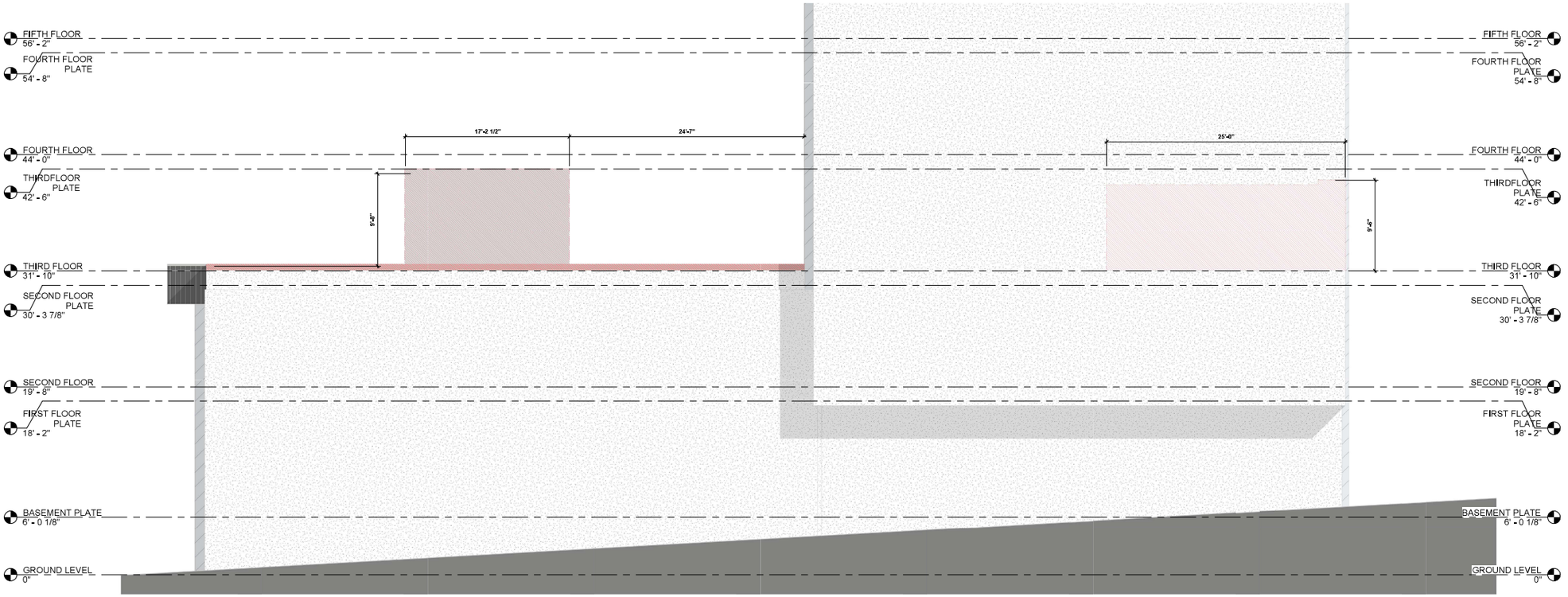
Sheet Name: **WEST ELEVATION - EXISTING/DEMO**

Rev:

Sheet Number: **A2.12**

SCALE: As indicated

THE DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE ORIGINAL AND UNPUBLISHED WORK OF INNOVATIVE DRAFTING & DESIGN, LLC. AND ARE THE EXCLUSIVE PROPERTY OF INNOVATIVE DRAFTING & DESIGN, LLC. AND ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF INNOVATIVE DRAFTING & DESIGN, LLC. ANY REPRODUCTION OF THESE DRAWINGS AND PLANS WITHOUT THE EXPRESSED WRITTEN CONSENT OF INNOVATIVE DRAFTING & DESIGN, LLC. IS PROHIBITED AND ANY INFRINGEMENT WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW. INNOVATIVE DRAFTING & DESIGN, LLC. SHALL BE INDEMNIFIED AND HELD HARMLESS FROM ANY AND ALL LOSS, DAMAGE, LIABILITY AND EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, ARISING OUT OF OR RESULTING FROM ANY REUSE OR MODIFICATION OF THESE PLANS BY OTHERS. ALL CONTRACTORS SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB AND REPORT ANY DISCREPANCIES TO INNOVATIVE DRAFTING & DESIGN, LLC. BEFORE PROCEEDING WITH THE WORK. ANY CONTRACTOR PROCEEDING WITH ANY PART OF THE WORK BEFORE SUCH DISCREPANCIES ARE REPORTED AND RESOLVED SHALL DO SO AT HIS OWN RISK AND SHALL BE RESPONSIBLE FOR ANY AND ALL CORRECTIVE WORK.



NORTH ELEVATION - EXISTING / DEMO - UP TO L5

3/16" = 1'-0"

GENERAL NOTES FOR DEMO PLAN:

- DEMO ALL WALLS W/DIAGONAL HATCH
- DEMO ALL DOORS W/DASHED RED LINES
- DEMO ALL WINDOWS W/DASHED RED LINES
- DEMO/REMOVE ALL KITCHEN CABINETS AND APPLIANCES VERIFY W/ CLIENT

EXISTING MATERIALS:

EXISTING MARBLE CLADDING

EXISTING MASONRY

EXISTING GLASS

EXISTING ALUMINUM CLADDING

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Client Information

WILLOW CREEK HONES LLC

101 S. LOCUST ST
DENTON, TX 76201

Project #: 25068
Issue Date: 01.30.2026
Drawn By: LMA

DUE TO LIMITATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIMENSION MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name: **NORTH ELEVATION - EXISTING/DEMO**

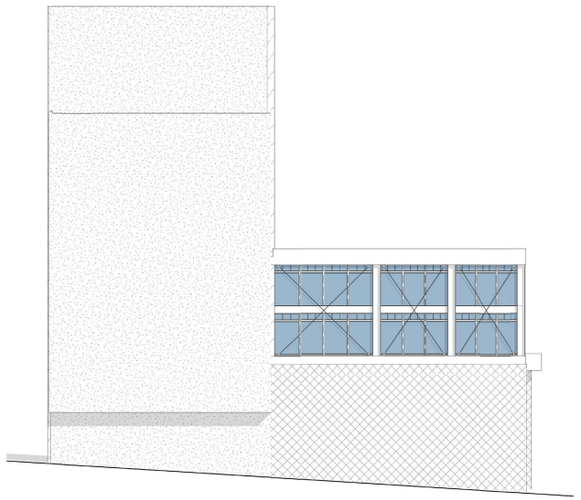
Rev:

Sheet Number: **A2.13**

SCALE:As indicated



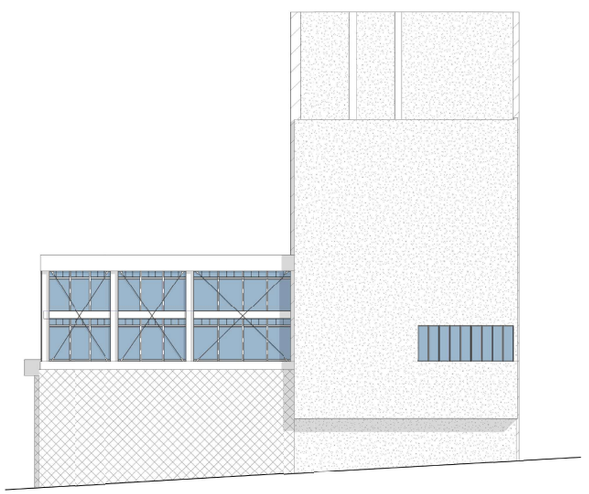
EAST ELEVATION - PROPOSED
1/16" = 1'-0"



SOUTH ELEVATION - PROPOSED
1/16" = 1'-0"



WEST ELEVATION - PROPOSED
1/16" = 1'-0"



NORTH ELEVATION - PROPOSED
1/16" = 1'-0"

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Client Information

WILLOW CREEK HONES LLC

101 S. LOCUST ST
DENTON, TX 76201

Project #:
25068

Issue Date:
01.30.2026

Drawn By:
LMA

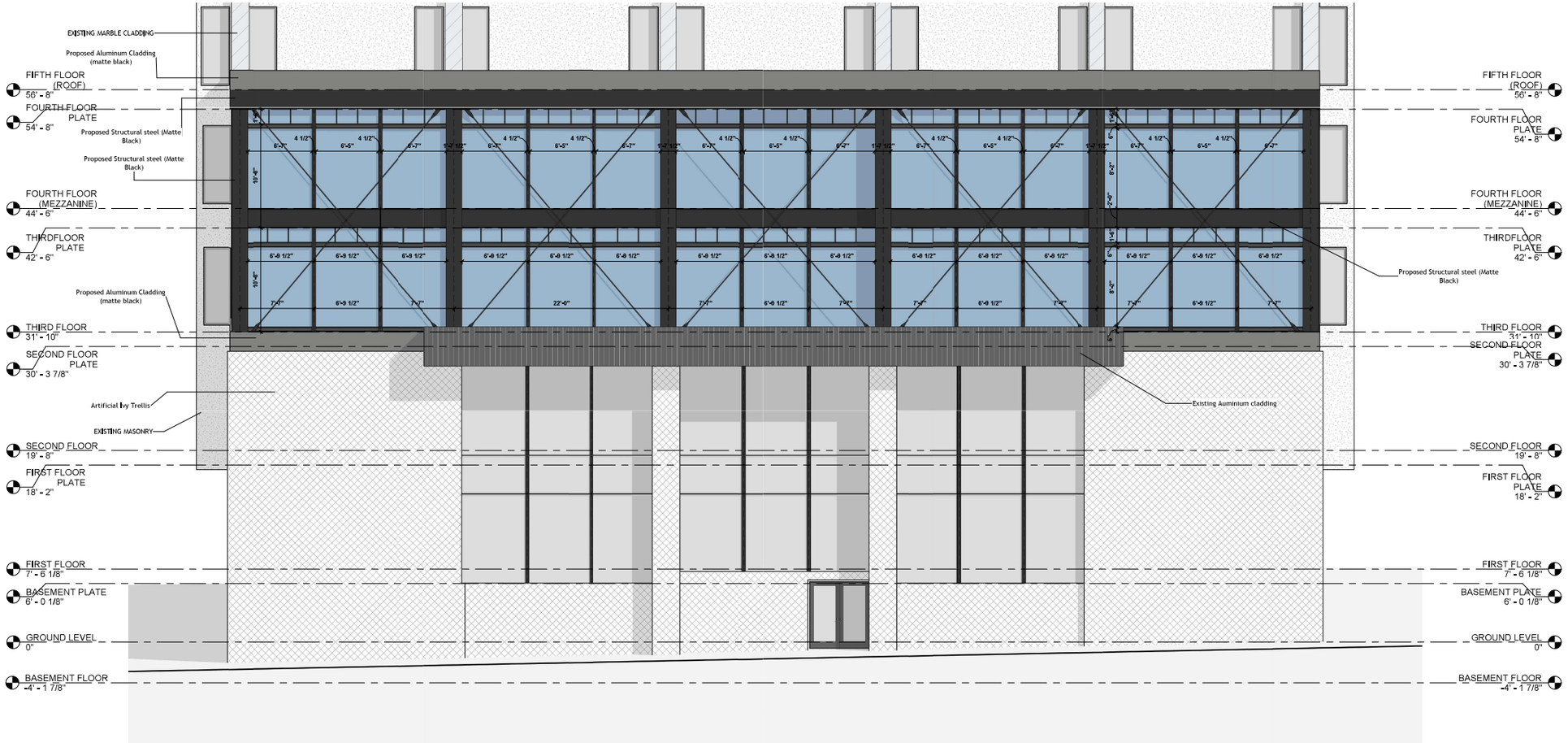
DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIVERSITY IN MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name
ELEVATIONS

Rev.

Sheet Number
A2.14

SCALE: 1/16" = 1'-0"



EAST ELEVATION - PROPOSED - UP TO L5

3/16" = 1'-0"

MATERIALS:

- PROPOSED ARTIFICIAL IVY TRELLIS (WITH RIDGED LATTICE BACKING)
- PROPOSED STRUCTURAL STEEL (MATTE BLACK)
- PROPOSED ALUMINUM CLADDING (MATTE BLACK)
- PROPOSED GLASS
- EXISTING MARBLE CLADDING
- EXISTING ALUMINUM CLADDING
- EXISTING GLASS
- EXISTING MASONRY

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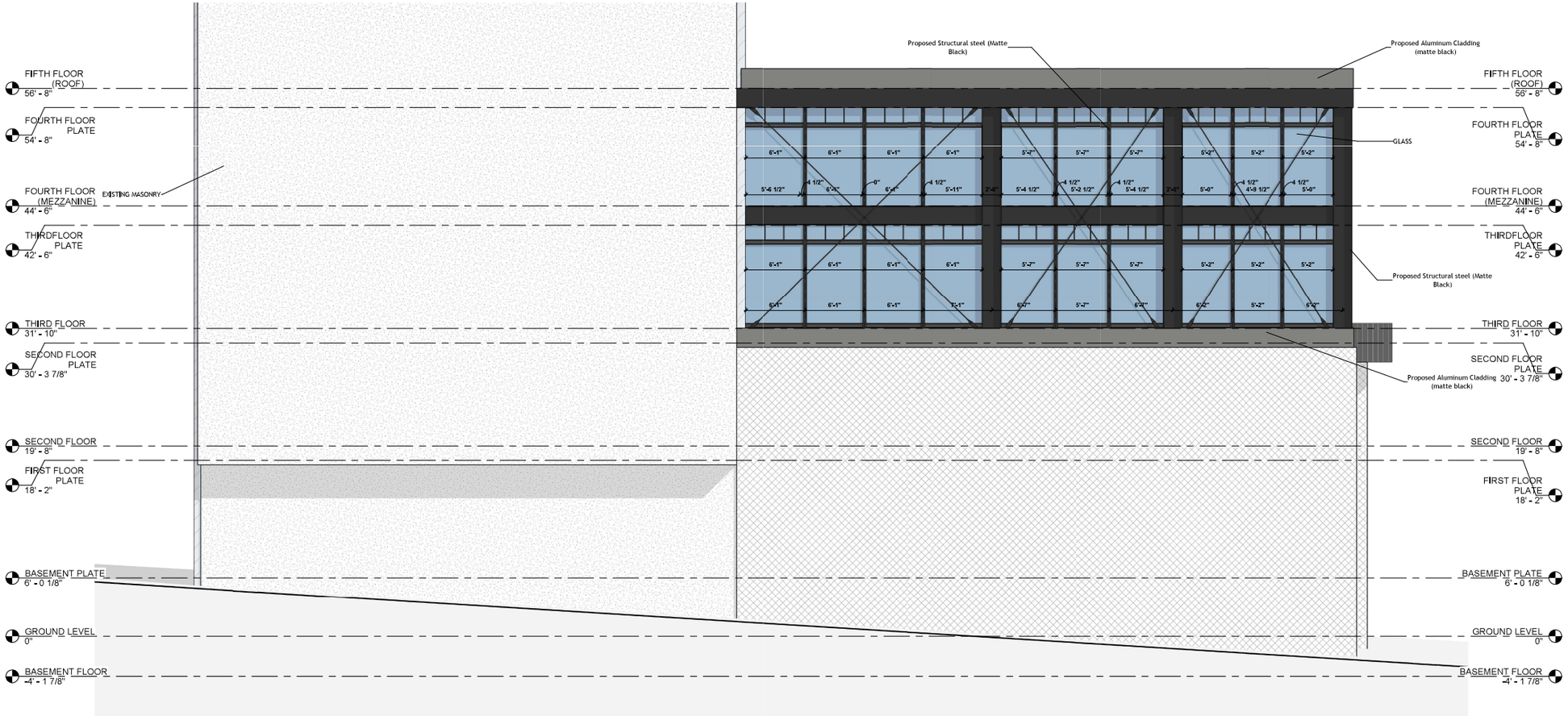
Sheet Name: **EAST ELEVATION**

Rev:

Sheet Number: **A2.15**

SCALE:As indicated

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SOUTH ELEVATION - PROPOSED - UP TO L5

3/16" = 1'-0"

MATERIALS:

- PROPOSED ARTIFICIAL IVY TRELLIS (WITH RIDGED LATTICE BACKING)
- PROPOSED STRUCTURAL STEEL (MATTE BLACK)
- PROPOSED ALUMINUM CLADDING (MATTE BLACK)
- PROPOSED GLASS
- EXISTING MARBLE CLADDING
- EXISTING ALUMINUM CLADDING
- EXISTING GLASS
- EXISTING MASONRY

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Client Information
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DENTON, TX 76201

Project #: 25068
Issue Date: 01.30.2026
Drawn By: LMA

DUE TO LIMITATIONS IN CITY PROCUREMENTS, CONSTRUCTION TECHNIQUES, AND DIMENSION MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name: **SOUTH ELEVATION**

Rev:

Sheet Number: **A2.16**

SCALE:As indicated

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WEST ELEVATION - PROPOSED - UP TO L5

3/16" = 1'-0"

MATERIALS:

- PROPOSED ARTIFICIAL IVY TRELLIS (WITH RIDGED LATTICE BACKING)
- PROPOSED STRUCTURAL STEEL (MATTE BLACK)
- PROPOSED ALUMINUM CLADDING (MATTE BLACK)
- PROPOSED GLASS
- EXISTING MARBLE CLADDING
- EXISTING ALUMINUM CLADDING
- EXISTING GLASS
- EXISTING MASONRY

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Client Information

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Drawn By: LMA

DUE TO LAMPASIGN IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIMENSION MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

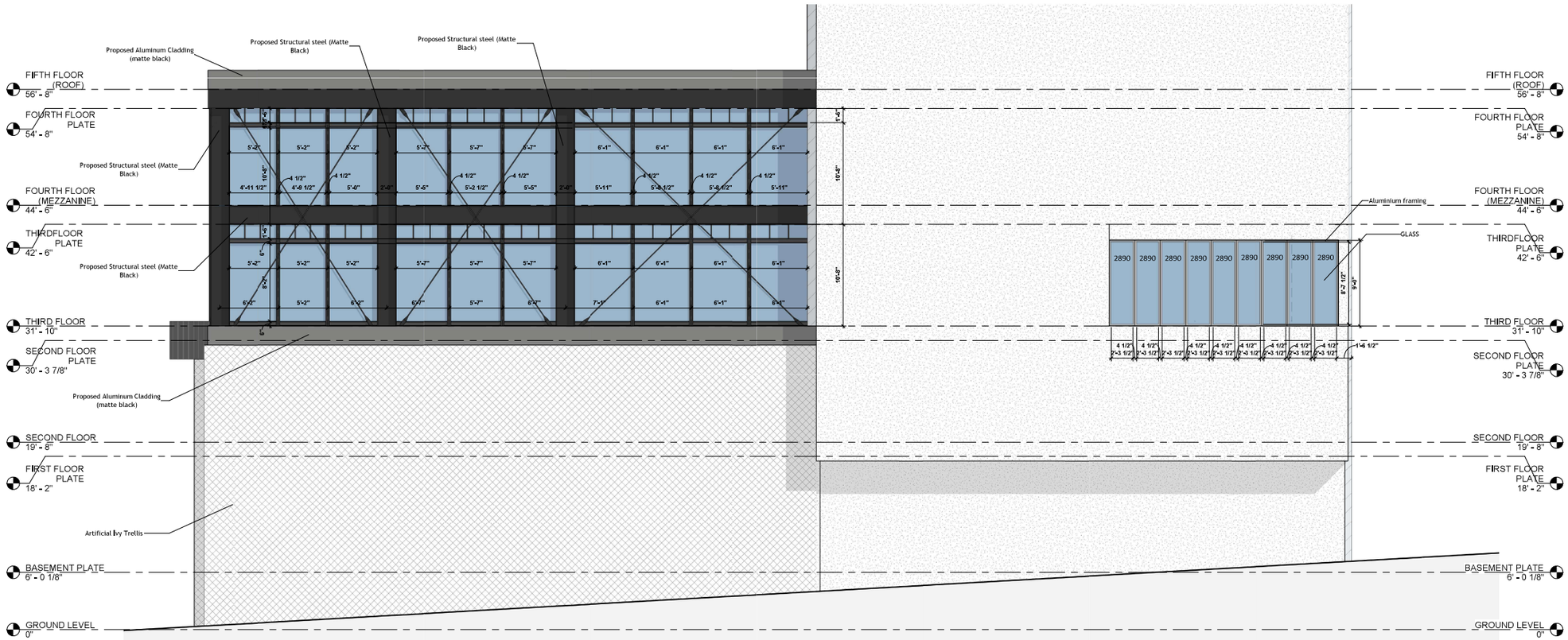
Sheet Name: **WEST ELEVATION**

Rev.

Sheet Number: **A2.17**

SCALE:As indicated

THE DRAWINGS CONTAINED HEREIN ARE THE PROPERTY OF INNOVATIVE DRAFTING & DESIGN, LLC. AND ARE INTENDED FOR USE ONLY FOR THE PROJECT AND SPECIFIC PURPOSE FOR WHICH THEY WERE PREPARED AND PUBLISHED. ANY REUSE, DISCLOSURE, REPRODUCTION, ALTERATION OR MODIFICATION WITHOUT THE EXPRESS WRITTEN PERMISSION OF INNOVATIVE DRAFTING & DESIGN, LLC. IS PROHIBITED AND WILL BE AT RECIPIENT'S SOLE RISK AND WITHOUT LIABILITY TO INNOVATIVE DRAFTING & DESIGN, LLC. AND RECIPIENT SHALL INDEMNIFY AND HOLD HARMLESS INNOVATIVE DRAFTING & DESIGN, LLC. FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, LIABILITY AND COSTS, INCLUDING BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEY'S FEES AND EXPENSES, ARISING IN ANY WAY FROM ANY UNAUTHORIZED USE, REPRODUCTION, ALTERATION OR MODIFICATION OF THESE DRAWINGS. THE RECIPIENT/REQUESTOR SHALL BEAR ALL RESPONSIBILITY FOR THE PERSONS, ENTITIES AND/OR CONTRACTORS USED FOR THE PROJECT INCLUDING BUT NOT LIMITED TO DRAWING SCRIBES, LLC'S FAILURE TO BE HELD RESPONSIBLE FOR THE EXECUTION, BUILDING AND/OR MAINTENANCE OF THE PROJECT. RECIPIENT/REQUESTOR SHALL INDEMNIFY AND HOLD HARMLESS INNOVATIVE DRAFTING & DESIGN, LLC. FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, LIABILITY AND COSTS, INCLUDING BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEY'S FEES AND EXPENSES, ARISING IN ANY WAY FROM ANY UNAUTHORIZED USE, REPRODUCTION, ALTERATION OR MODIFICATION OF THESE DRAWINGS.



NORTH ELEVATION - PROPOSED - UP TO L5

3/16" = 1'-0"

MATERIALS:

- PROPOSED ARTIFICIAL IVY TRELLIS (WITH RIDGED LATTICE BACKING)
- PROPOSED STRUCTURAL STEEL (MATTE BLACK)
- PROPOSED ALUMINUM CLADDING (MATTE BLACK)
- PROPOSED GLASS
- EXISTING MARBLE CLADDING
- EXISTING ALUMINUM CLADDING
- EXISTING GLASS
- EXISTING MASONRY

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(214)407-3404

Client Information

WILLOW CREEK HONES LLC

101 S. LOCUST ST
DENTON, TX 76201

Project #: 25068
Issue Date: 01.30.2026
Drawn By: LMA

DUE TO LAMINATION IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIMENSION MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

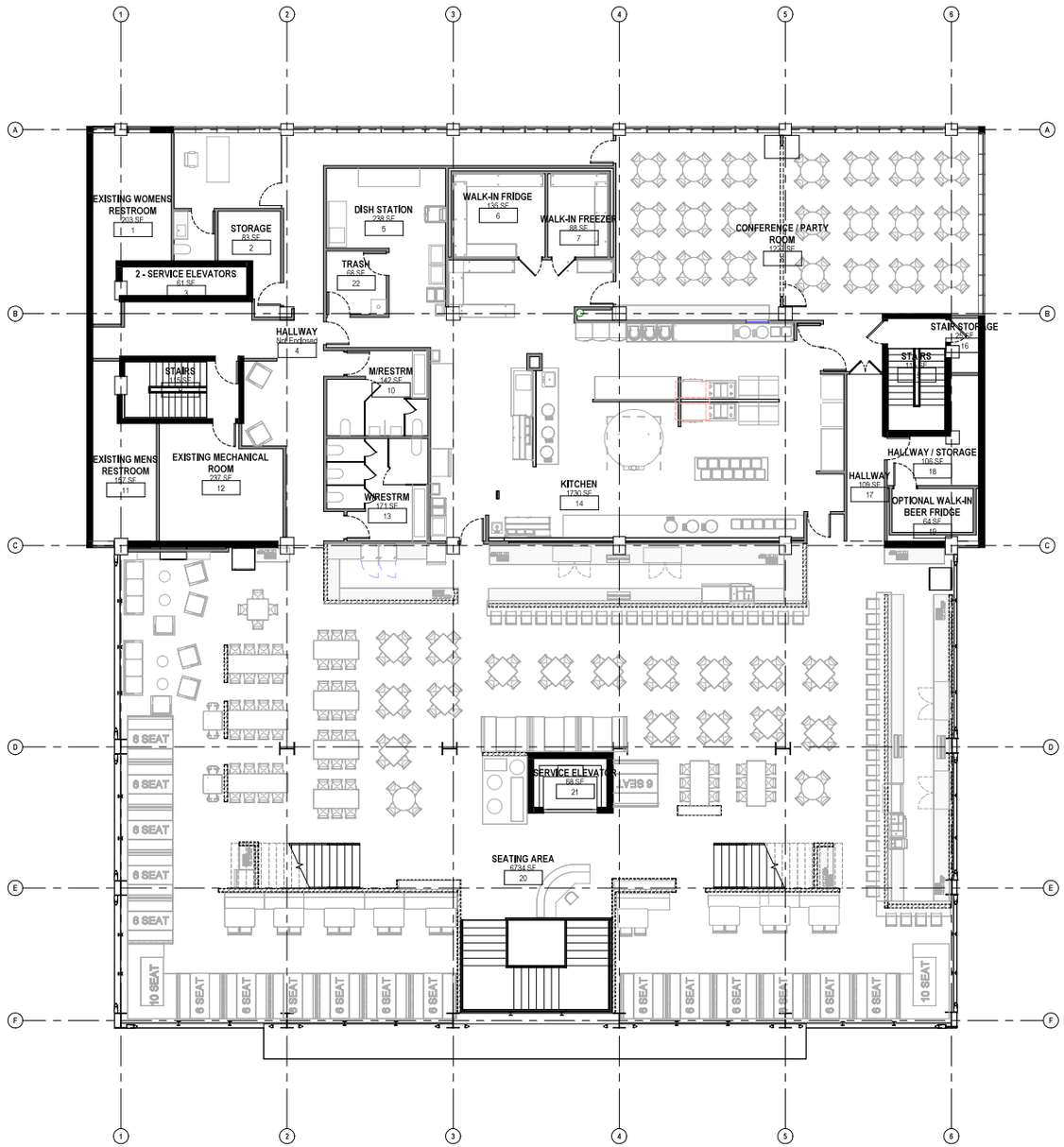
Sheet Name: **NORTH ELEVATION**

Rev:

Sheet Number: **A2.18**

SCALE: As indicated

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THIRD FLOOR - PROPOSED AREA

1/8" = 1'-0"

Room Area Schedule 3rd Flooor			
Name	Number	Level	Area
EXISTING WOMENS RESTROOM	1	THIRD FLOOR	203 SF
STORAGE	2	THIRD FLOOR	83 SF
2 - SERVICE ELEVATORS	3	THIRD FLOOR	61 SF
HALLWAY	4	THIRD FLOOR	Not Enclosed
DISH STATION	5	THIRD FLOOR	238 SF
WALK-IN FRIDGE	6	THIRD FLOOR	135 SF
WALK-IN FREEZER	7	THIRD FLOOR	88 SF
CONFERENCE / PARTY ROOM	8	THIRD FLOOR	1227 SF
STAIRS	9	THIRD FLOOR	115 SF
M/RESTRM	10	THIRD FLOOR	142 SF
EXISTING MENS RESTROOM	11	THIRD FLOOR	157 SF
EXISTING MECHANICAL ROOM	12	THIRD FLOOR	237 SF
W/RESTRM	13	THIRD FLOOR	171 SF
KITCHEN	14	THIRD FLOOR	1730 SF
STAIRS	15	THIRD FLOOR	115 SF
STAIR STORAGE	16	THIRD FLOOR	25 SF
HALLWAY	17	THIRD FLOOR	109 SF
HALLWAY / STORAGE	18	THIRD FLOOR	106 SF
OPTIONAL WALK-IN BEER FRIDGE	19	THIRD FLOOR	64 SF
SEATING AREA	20	THIRD FLOOR	6734 SF
SERVICE ELEVATOR	21	THIRD FLOOR	68 SF
TRASH	22	THIRD FLOOR	68 SF

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Client Information

WILLOW CREEK HONES LLC

101 S. LOCUST ST
DENTON, TX 76201

Project #: 25068
Issue Date: 01.30.2026
Drawn By: LMA

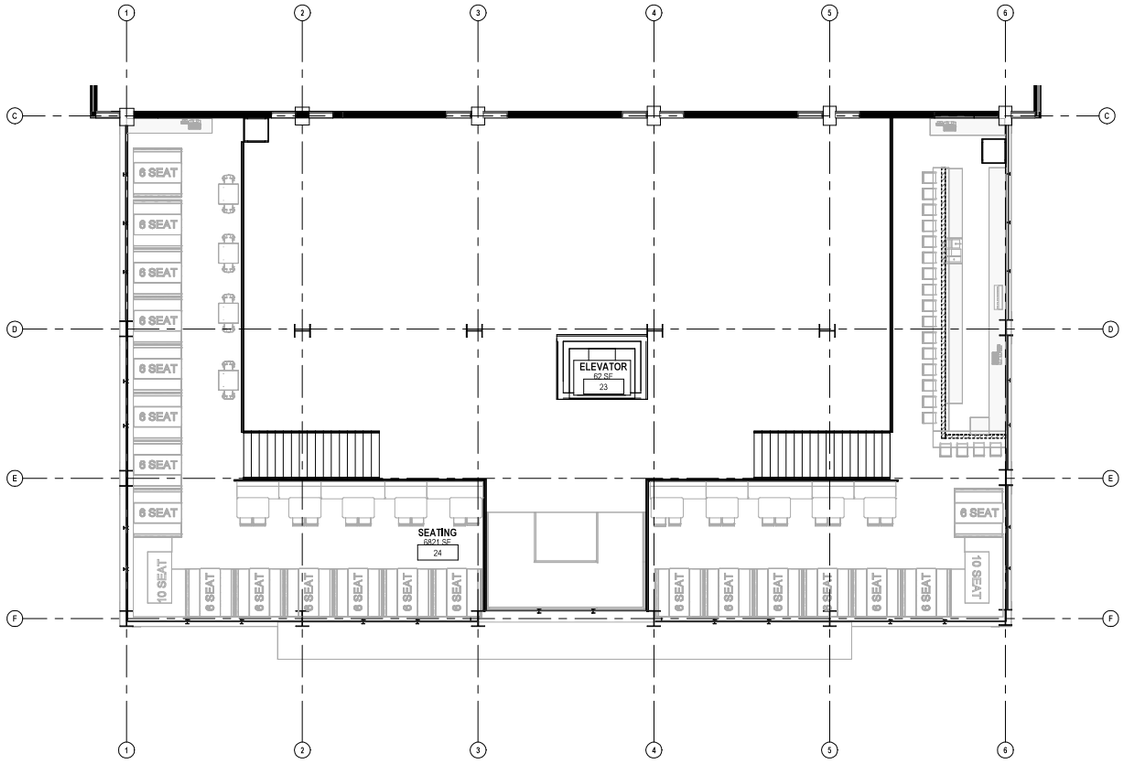
DUE TO LIMITATIONS IN DIGITAL PROCUREMENT, CONSTRUCTION TECHNIQUES, AND DIMENSIONS IN MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name: **THIRD FLOOR PLAN - PROPOSED - AREA PLAN**

Rev:

Sheet Number: **A3.01**

SCALE: 1/8" = 1'-0"



MEZZANINE LEVEL
1/8" = 1'-0"

Room Area Schedule Mezzanine			
Name	Number	Level	Area
ELEVATOR	23	FOURTH FLOOR (MEZZANINE)	62 SF
SEATING	24	FOURTH FLOOR (MEZZANINE)	6821 SF

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Client Information
WILLOW CREEK HONES LLC

101 S. LOCUST ST
DENTON, TX 76201

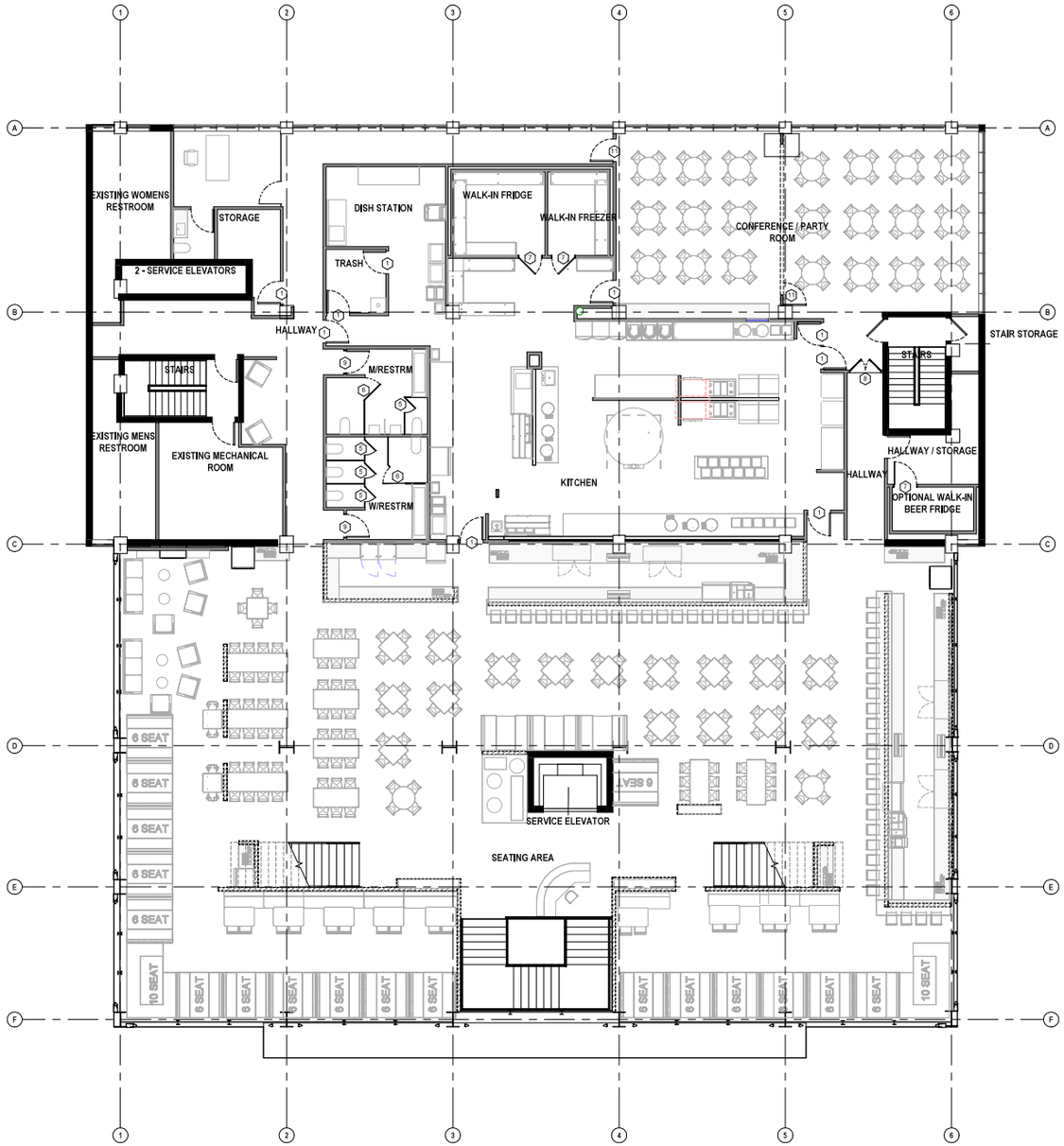
Project #: 25068
Issue Date: 01.30.2026
Drawn By: LMA

DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIVERSITY IN MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name
FOURTH FLOOR PLAN - PROPOSED - AREA PLAN

Rev.

Sheet Number
A3.02
SCALE: 1/8" = 1'-0"



THIRD FLOOR - PROPOSED DOOR PLAN
1/8" = 1'-0"

DOOR SCHEDULE PROPOSED THIRD FLOOR			
Type Mark	Family and Type	Height	Width
	Walls-Kwik-Wall-Model_2030: Not a Type - Load Type Catalog	10' - 0"	
1	Interior - Single - Door: 3068	6' - 8"	3' - 0"
1	Interior - Single - Door: 3068	6' - 8"	3' - 0"
1	Interior - Single - Door: 3068	6' - 8"	3' - 0"
1	Interior - Single - Door: 3068	6' - 8"	3' - 0"
1	Interior - Single - Door: 3068	6' - 8"	3' - 0"
1	Interior - Single - Door: 3068	6' - 8"	3' - 0"
1	Interior - Single - Door: 3068	6' - 8"	3' - 0"
1	Interior - Single - Door: 3068	6' - 8"	3' - 0"
1	Interior - Single - Door: 3068	6' - 8"	3' - 0"
1	Interior - Single - Door: 3068	6' - 8"	3' - 0"
5	Restroom Door: 2060	6' - 0"	2' - 0"
5	Restroom Door: 2060	6' - 0"	2' - 0"
5	Restroom Door: 2060	6' - 0"	2' - 0"
5	Restroom Door: 2060	6' - 0"	2' - 0"
6	Restroom Door: 3060	6' - 0"	3' - 0"
6	Restroom Door: 3060	6' - 0"	3' - 0"
7	Interior - Single: 3068	6' - 8"	3' - 0"
7	Interior - Single: 3068	6' - 8"	3' - 0"
7	Interior - Single: 3068	6' - 8"	3' - 0"
8	Interior Double - Lite: 4080	8' - 0"	4' - 0"
9	Interior - Single: 3080	8' - 0"	3' - 0"
9	Interior - Single: 3080	8' - 0"	3' - 0"
11	Interior - Single - Door: 3080	8' - 0"	3' - 0"
11	Interior - Single - Door: 3080	8' - 0"	3' - 0"
13	Door-Curtain-Wall-Single-Glass: Door-Curtain-Wall-Privacy glass	6' - 8"	3' - 0"

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Client Information
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101 S. LOCUST ST
DENTON, TX 76201

Project #: 25068
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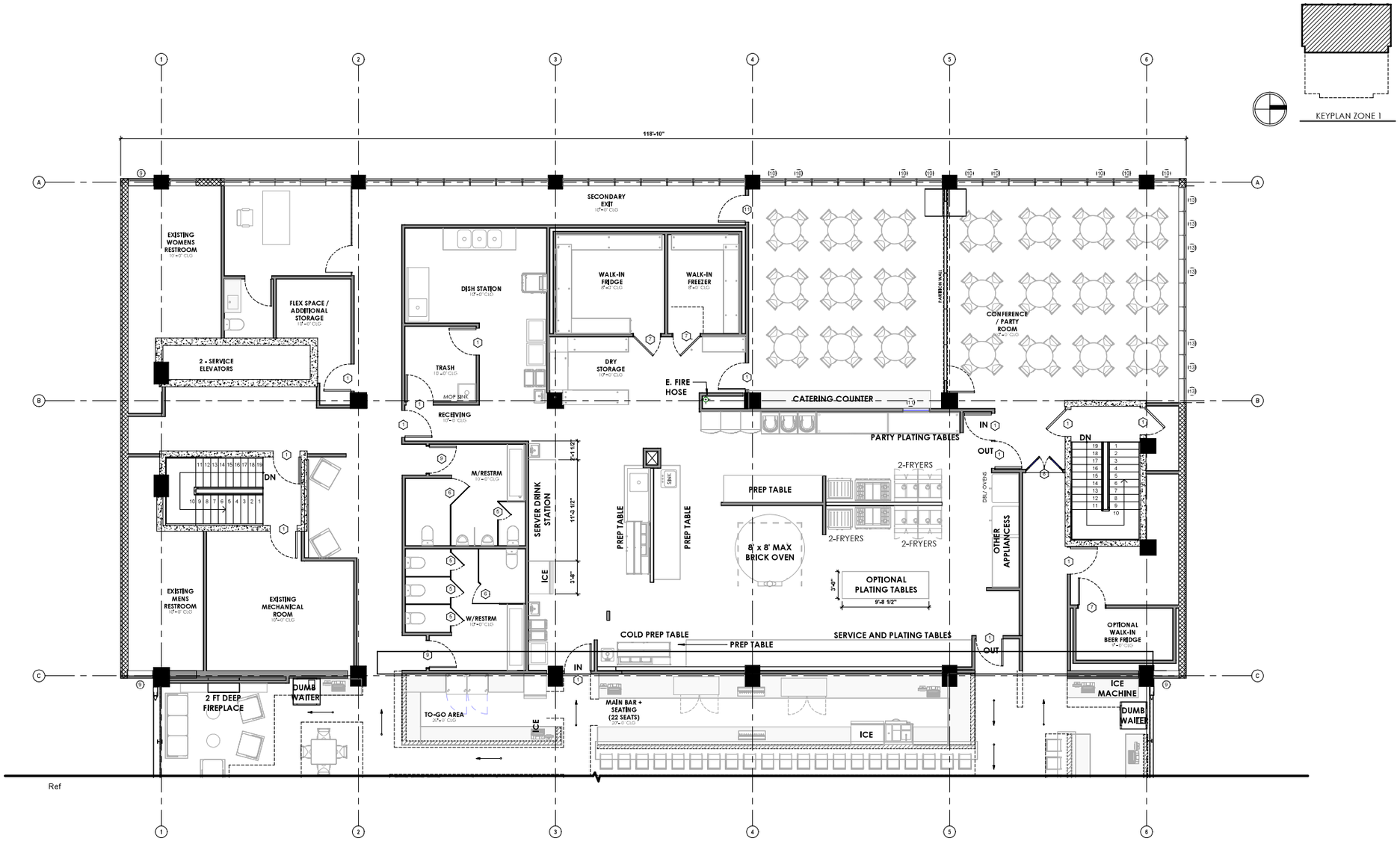
DUE TO LIMITATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIMENSIONS IN MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name
THIRD FLOOR PLAN - DOOR SCHEDULE

Rev.

Sheet Number
A3.03
SCALE: 1/8" = 1'-0"

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KEYPLAN ZONE 1

THIRD FLOOR - PROPOSED FURNITURE - ZONE 1

3/16" = 1'-0"

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Client Information

WILLOW CREEK HONES LLC

101 S. LOCUST ST
DENTON, TX 76201

Project #: 25068
Issue Date: 01.30.2026
Drawn By: LMA

DUE TO LIMITATIONS IN CITY, PROFESSIONAL CONSTRUCTION TECHNIQUES, AND DIVERSITY IN MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

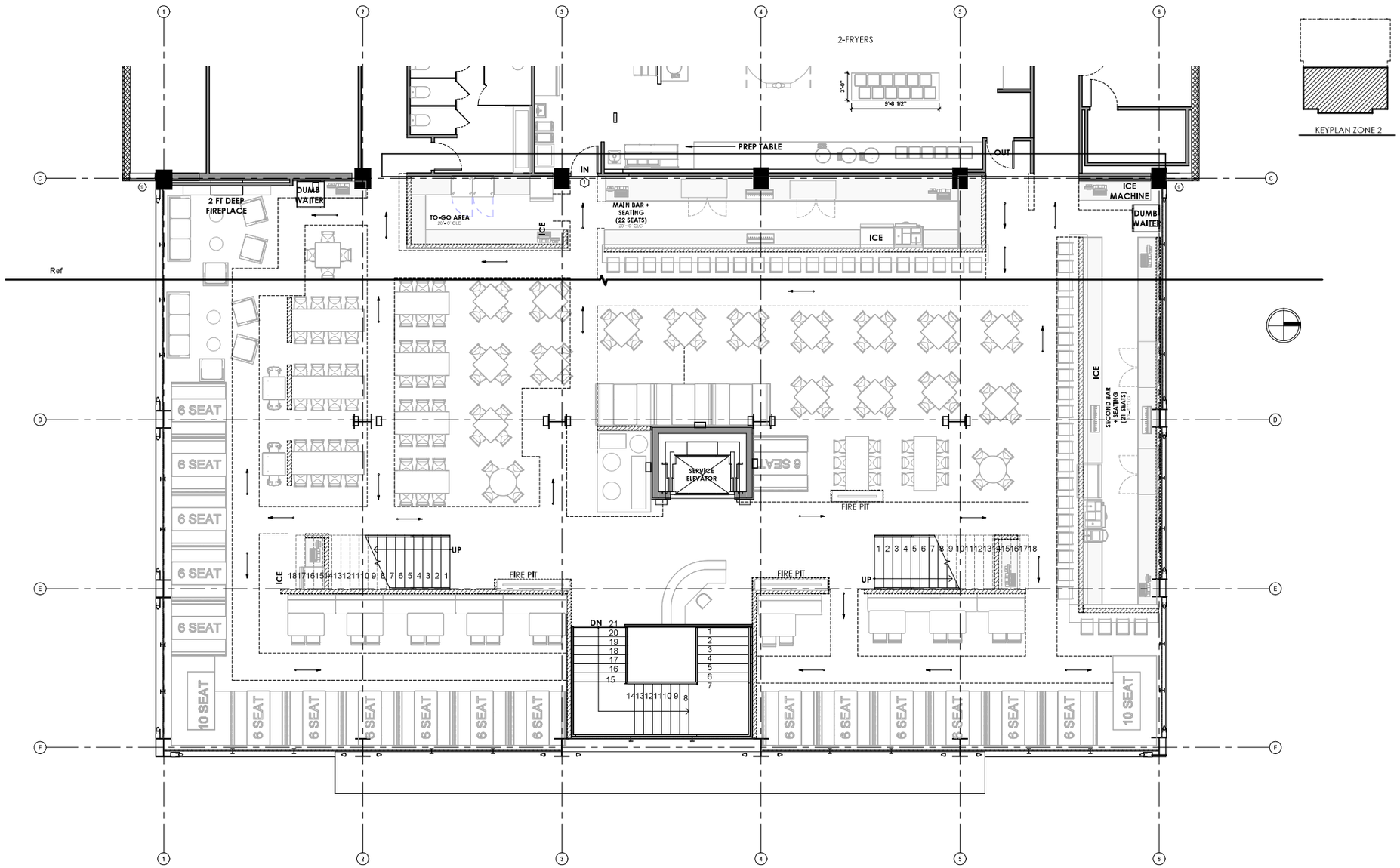
Sheet Name: **THIRD FLOOR PLAN - PROPOSED FURNITURE - ZONE 1**

Rev:

Sheet Number: **A3.04**

SCALE:As indicated

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KEYPLAN ZONE 2

THIRD FLOOR - PROPOSED FURNITURE - ZONE 2

3/16" = 1'-0"

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Client Information

WILLOW CREEK HONES LLC

101 S. LOCUST ST
DENTON, TX 76201

Project #: 25068
Issue Date: 01.30.2026
Drawn By: LMA

DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIMENSIONAL MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

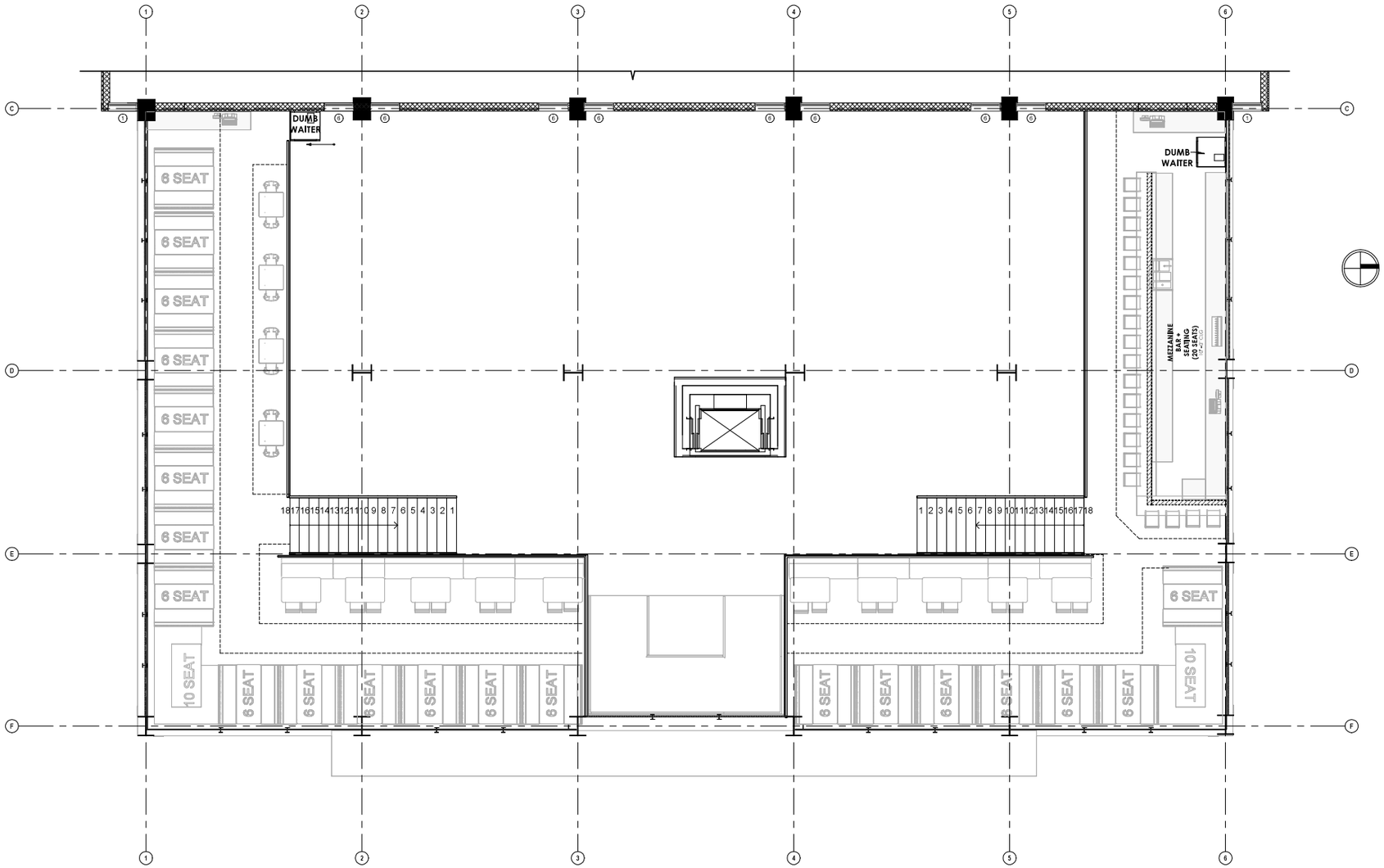
Sheet Name: **THIRD FLOOR PLAN - PROPOSED FURNITURE - ZONE 2**

Rev:

Sheet Number: **A3.05**

SCALE:As indicated

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FOURTH FLOOR - PROPOSED FURNITURE (MEZZANINE)

3/16" = 1'-0"

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Client Information

WILLOW CREEK HONES LLC

101 S. LOCUST ST
DENTON, TX 76201

Project #: 25068
Issue Date: 01.30.2026
Drawn By: LMA

DUE TO VARIATIONS IN CITY REQUIREMENTS, CONSTRUCTION TECHNIQUES, AND DIMENSIONS IN MATERIALS, ALL DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY PER PLAN.

Sheet Name: **FOURTH FLOOR PLAN (MEZZANINE) - PROPOSED FURNITURE**

Rev:

Sheet Number: **A3.06**

SCALE: 3/16" = 1'-0"

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WELLS FARGO
Locust
US 71


WELLS FARGO


WELLS FARGO
Rooftop
Rooftop


WELLS FARGO
Rooftop


WELLS FARGO
Rooftop


WELLS FARGO
WELLS FARGO
Hickory
Locust
ONE WAY
NO LEFT TURN ON RED
ONE WAY
ONLY
SPEED LIMIT 25


WELLS FARGO
MAY USE
FULL LANE


WELLS FARGO
Wild West Plumbing
682.250.2190
WELLS FARGO
FREESE NICHOLS
TEXAS
WBP•0849


WELLS FARGO


WELLS FARGO
E. Walnut St
LOCUST 101


WELLS FARGO
LOCUST 101

DCC25-0007
101 S Locust Street
Wells Fargo Addition & Modifications

Cameron Robertson
Historic Preservation Officer

March 3, 2026 City Council Meeting

CITY OF DENTON

Background Information

- **Address**: 101 N Locust Street
- **Location**: Southeast corner of W Hickory Street and N Locust Street
- **Denton Square District**
- **Applicant**: Jonathan King
- **Construction Date(s)**: 1962 and 1974

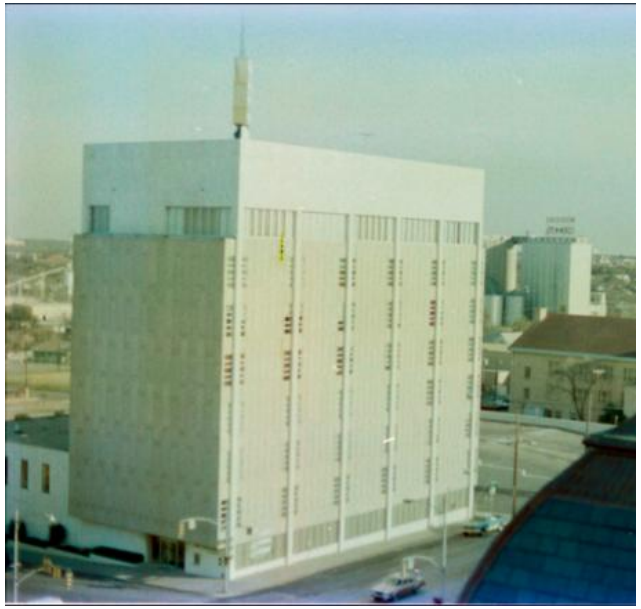


101 N Locust Street Timeline – Built & Planned



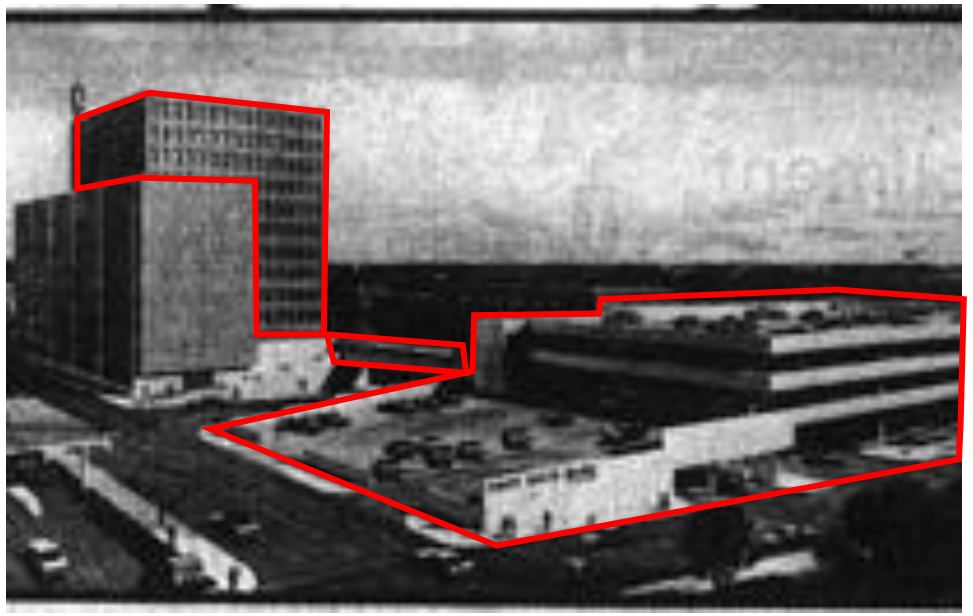
Phase 1 (Looking Southeast)

1962



Phase 2 (Looking Southeast)

1974



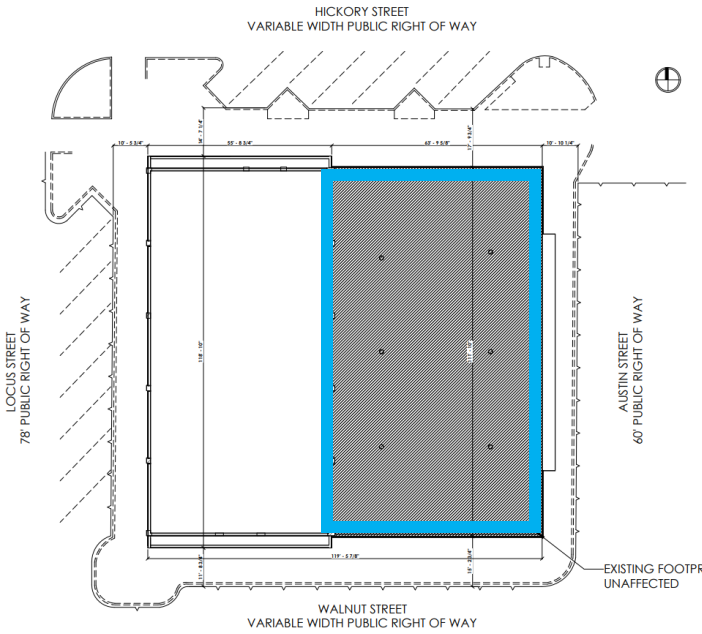
Phases 3-5 (Looking Northeast)

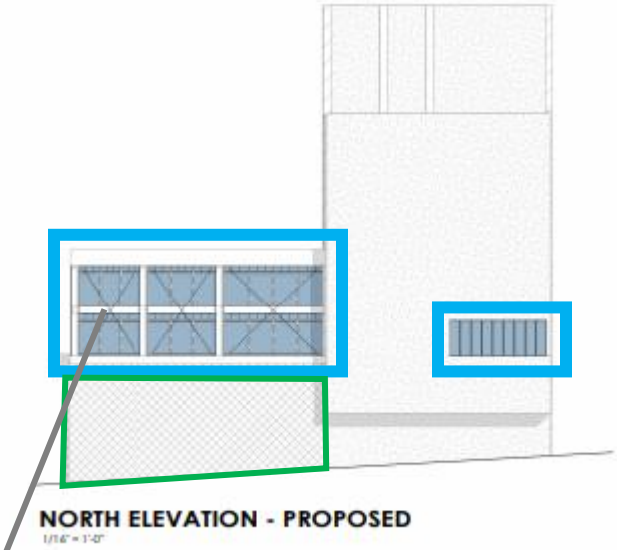
Additional Phases Planned/Considered

Request

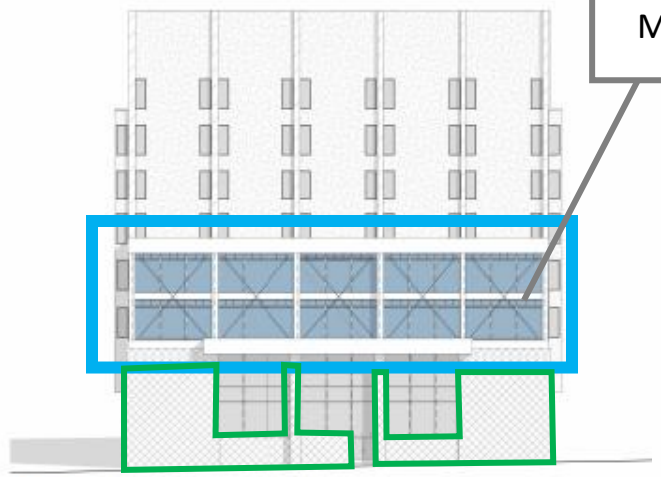
Proposed Project:

- Added 1-story and upper mezzanine to the lower east side of the Wells Fargo tower
- Ivy trellises added to existing east side
- Single row of windows added to west and north building facade



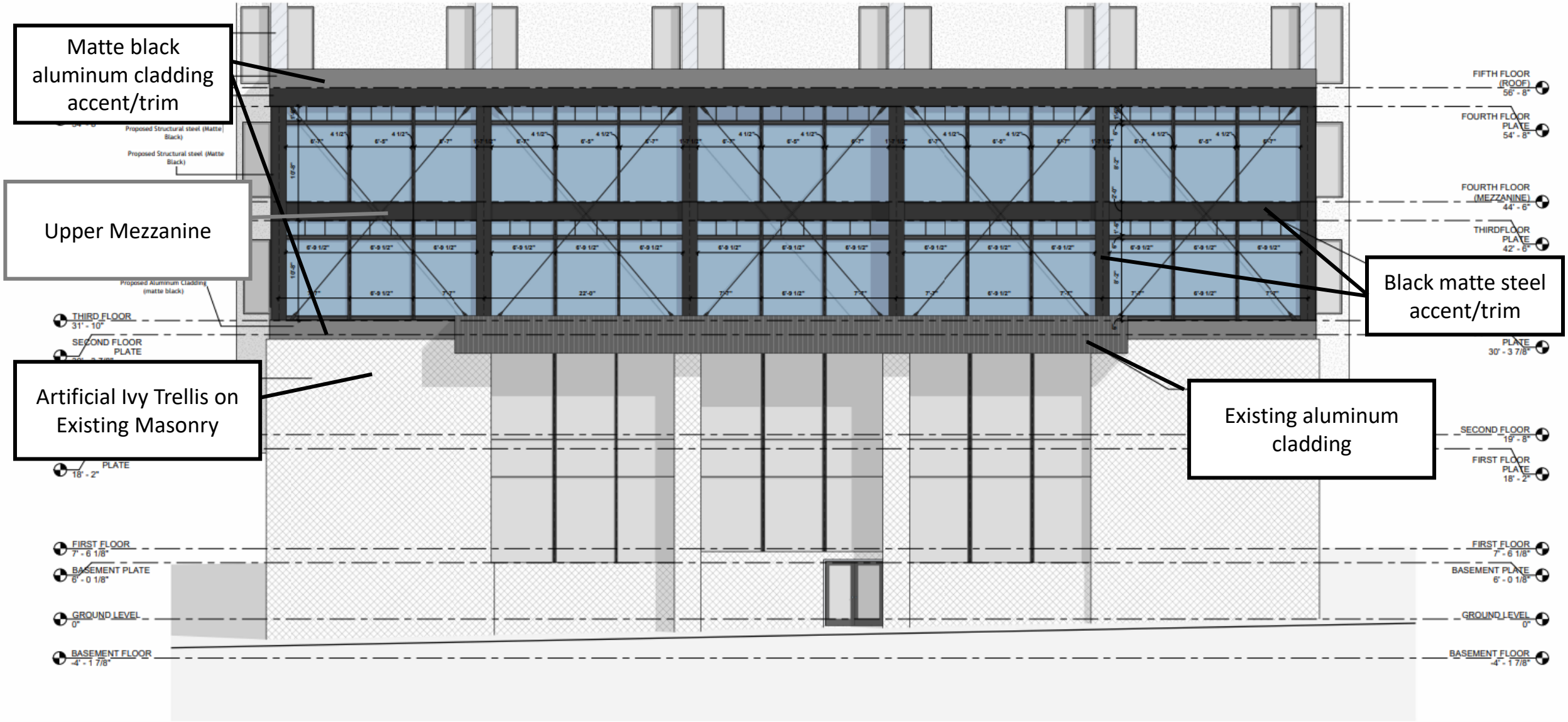


Upper Mezzanine





Proposed Elevation Drawings – 1 Story, Mezzanine & Trellis



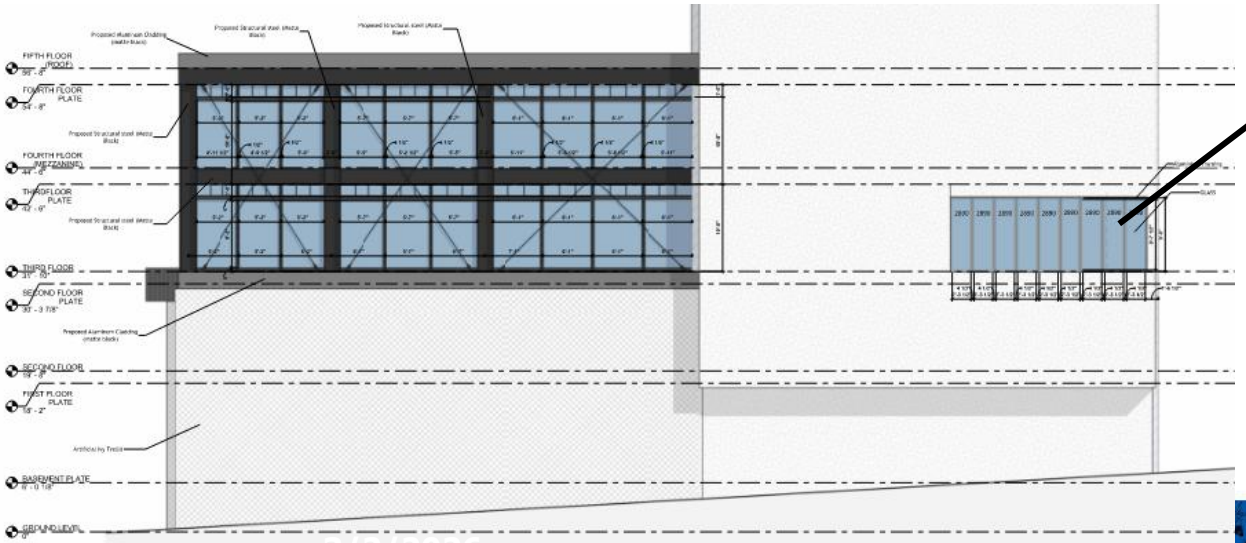
EAST ELEVATION - PROPOSED - UP TO L5

3/16" = 1'-0"

Proposed Elevation Drawings – New Row of Windows



WEST ELEVATION - PROPOSED - UP TO L5



NORTH ELEVATION - PROPOSED - UP TO L5

Matte Black Aluminum Window Frames

Staff Analysis – DSD Architectural Requirements

2. DDC **Section 4.10.7** specifies the architectural requirements of the Denton Square District (DSD). Below are the relevant requirements that apply to the subject application:

    - Building Orientation, Setback, Frontage, and Height Standards
    - Façade Standards
        - Differentiation between stories
        - Façade material

4.10.7 Height Standards

- Overall height does not exceed maximum height of 65’ fronting on a Mews Street (S Austin Street)
- Overall visual appearance of a three-story façade, consistent with standards:
  - Existing structure with ivy and awning appears as a single “base” story.
  - Addition of one story and upper mezzanine appears as upper two stories.



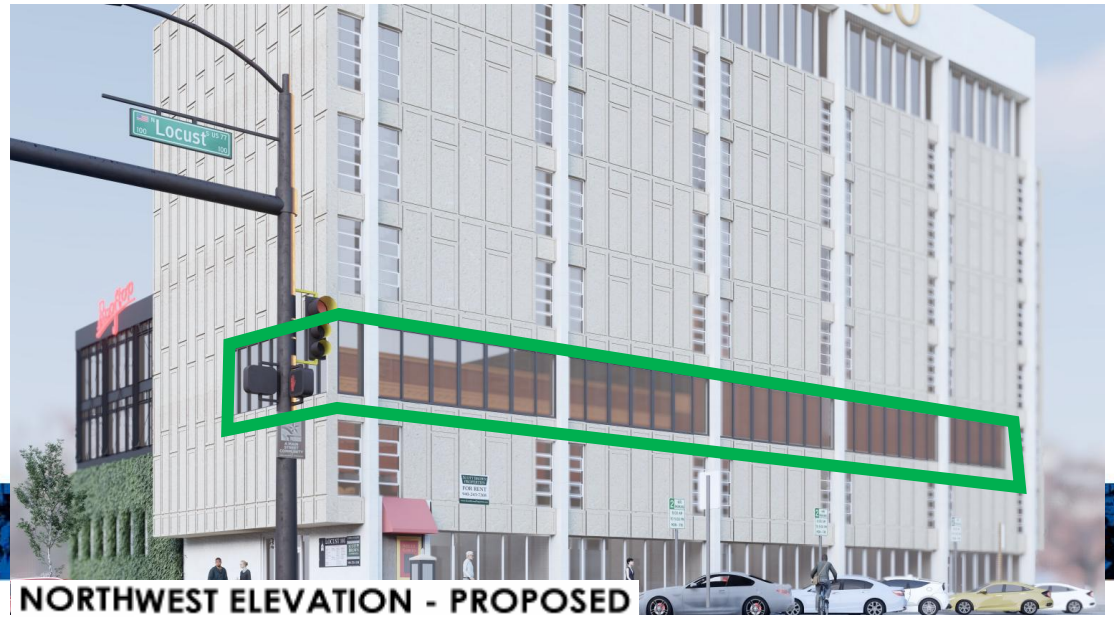
SOUTH ELEVATION - PROPOSED

4.10.7 Façade Standards

- Proposed east addition creates clear visual differentiation between the existing and new floors.
- Addition of ivy trellis, and retention of the awning, create the appearance of a single story with an addition above
- Proposed black matte steel and aluminum are permitted accent and trim materials.



EAST ELEVATION - PROPOSED



NORTHWEST ELEVATION - PROPOSED

Staff Analysis – DSD Purpose and Overall Intent

3. DDC 4.10.1: Every project should be consistent with the Purpose and Overall Intent of the Denton Square District.
    - Encourages **creativity and architectural diversity** - compatible with surrounding historic character
    - Supports building addition designs that continue the **existing "patterns and rhythms** in exterior building qualities"
    - Supports the **success of new business** and **promotes reinvestment** into the Denton Square District.



Staff Analysis – Standards for Rehabilitation

- **Proposed Additions:**
  - Designed to maintain key characteristics of underlying building undamaged
  - Clearly differentiated from the existing building
  - Compatible with the existing building, echoing and emphasizing key design characteristics
  - Could be removed in the future and the underlying building restored
- Proposed additions **comply** with applicable Standards for Rehabilitation



Window design echoes upper story of existing tower


Windows mirror size of surrounding concrete panels, continuing existing pattern and allowing original material to be restored, if desired.

Recommendation

Staff recommends **approval as submitted** of the Certificate of Design Consistency request for a new addition above the eastern portion of the structure and modifications to the facades of the existing structure at 101 S Locust Street, as the proposed project meets the Secretary of the Interior's Standards for Rehabilitation and Sections 4.10.1 and 4.10.7 of the Denton Development Code.

Questions?

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS REGARDING A REQUEST FOR A CERTIFICATE OF DESIGN CONSISTENCY FOR A NEW TWO-STORY ADDITION ABOVE THE EASTERN PORTION OF THE STRUCTURE FACING S AUSTIN STREET AND INCLUDING MODIFICATIONS TO THE WESTERN AND NORTHERN FACADES OF THE THIRD FLOOR OF THE EXISTING STRUCTURE FACING S LOCUST STREET AND E HICKORY STREET AT 101 S LOCUST STREET, WHICH IS WITHIN THE DENTON SQUARE OVERLAY ZONING DISTRICT, AND LEGALLY DESCRIBED AS PARCELS 1 AND 2 OF BLOCK 8 OF THE ORIGINAL TOWN OF DENTON, 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 SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE. (DCC25-0007)

WHEREAS, Jonathan King, representing the property owner SB Wells Downtown, LLC, has applied for a Certificate of Design Consistency ("DCC") to construct a new two-story addition above the eastern portion of the structure facing S Austin Street and including modifications to the western and north facades of the third floor of the existing structure facing S Locust and E Hickory Streets at 101 S Locust Street, as described in **Exhibit "A"** (hereinafter, "the Property"); and

WHEREAS, per Denton Development Code ("DDC") Section 2.10.1.D.3.b, an applicant seeking to propose work that does not meet the criteria for either "ordinary maintenance" or "minor exterior alteration" as found in DDC Section 2.10.1.D.3.a, must submit a Certificate for Design Consistency for review and approval by City Council; and

WHEREAS, the City Council has determined that it will be beneficial to Denton and its citizens to approve the DCC; that such approval will not be detrimental to the public welfare, safety, or health; that proposed application satisfies criteria set forth in Section 4.10.7 of the Denton Development Code; and that the DCC should be granted; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1: That the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

SECTION 2: That the new two-story addition to the eastern portion of the structure and exterior modifications to the western and northern facades of the third floor of the western portion of the structure located at 101 S Locust Street, Denton, Texas and zoned Denton Square District, is hereby approved, attached hereto as **Exhibit "B"**, and incorporated herein as if fully set forth.

SECTION 3: 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:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Hilary McMahon _____

EXHIBIT A

Legal Description

Parcel 1:

Part of Block 8 of the Original Town of Denton, in Denton County, Texas, as set apart to Wells Fargo and Company in the certificate of merger recorded in County Clerk's Document Number 02-116835 of the Deed Records of Denton County, Texas, being bounded on the west by Locust Street, a 78 feet wide public right of way, bounded on the North by Hickory Street, a variable width public right of way, bounded on the east by Austin Street, a 60 feet wide public right of way, bounded on the South by Walnut Street, a variable width public right of way, and bounded on the Southeast by the Lease Parcel described in Volume 726, Page 309 of said Deed Records.

Beginning at an "X" mark in concrete set at the intersection of the east line of said Locust Street with the South line of said Hickory Street for the Northwest corner of said Block 8.

Thence North 89 degrees 48 minutes East, along the North line of said Block 8, and the South line of said Hickory Street, a distance of 120.00 feet to an "X" mark in concrete set at the intersection of the South line of Hickory Street with the west line of said Austin Street for the Northeast corner of said Block 8.

Thence South 00 degrees 04 minutes 23 seconds East, along the east line of said Block 8, and the west line of Austin Street, a distance of 120.00 feet to an "X" mark in concrete set at the intersection of the North line of said Walnut Street with the west line of said Austin Street for the Southeast corner of said Block 8.

Thence South 89 degrees 48 minutes 48 seconds West, along the South line of said Block 8, and the North line of said Walnut Street, a distance of 75.00 feet to the Southeast corner of said Lease Parcel.

Thence North 00 degrees 04 minutes 23 seconds West, along the east line of said Lease Parcel, a distance of 60.00 feet to the Northeast corner of said Lease Parcel.

Thence South 89 degrees 48 minutes 48 seconds West, along the North line of said Lease Parcel, a distance of 45.00 feet to a point in the east line of said Locust Street and the west line of said Block 8 for the Northwest corner of said Lease Parcel.

Thence North 00 degrees 04 minutes 23 seconds West, along the west line of said Block 8, and the east line of said Locust Street, a distance of 60.00 feet to the point of beginning and containing 11,700 square feet or 0.269 of an acre of land.

Parcel 2:

Part of Block 8 of the Original Town of Denton, in Denton County, Texas, embracing all of the Lease Parcel described in Volume 726, Page 309 of the Deed Records of Denton County, Texas, being bounded on the South by Walnut Street, a 60 feet wide public right of way, bounded on the west by Locust Street, a 78 feet wide public right of way, and bounded on the North and east the portion of said Block 8 set apart to Wells Fargo and Company in the certificate of merger recorded in County Clerk's Document Number 02-116835 of said Deed Records.

Beginning at an "X" mark in concrete set at the intersection of the North line of said Walnut Street with the east line of said Locust Street for the Southwest corner of said Block 8.

Thence North 00 degrees 04 minutes 23 seconds West, along the west line of said Block 8, and the east line of said Locust Street, a distance of 60 feet to the Northwest corner of said Lease Parcel.

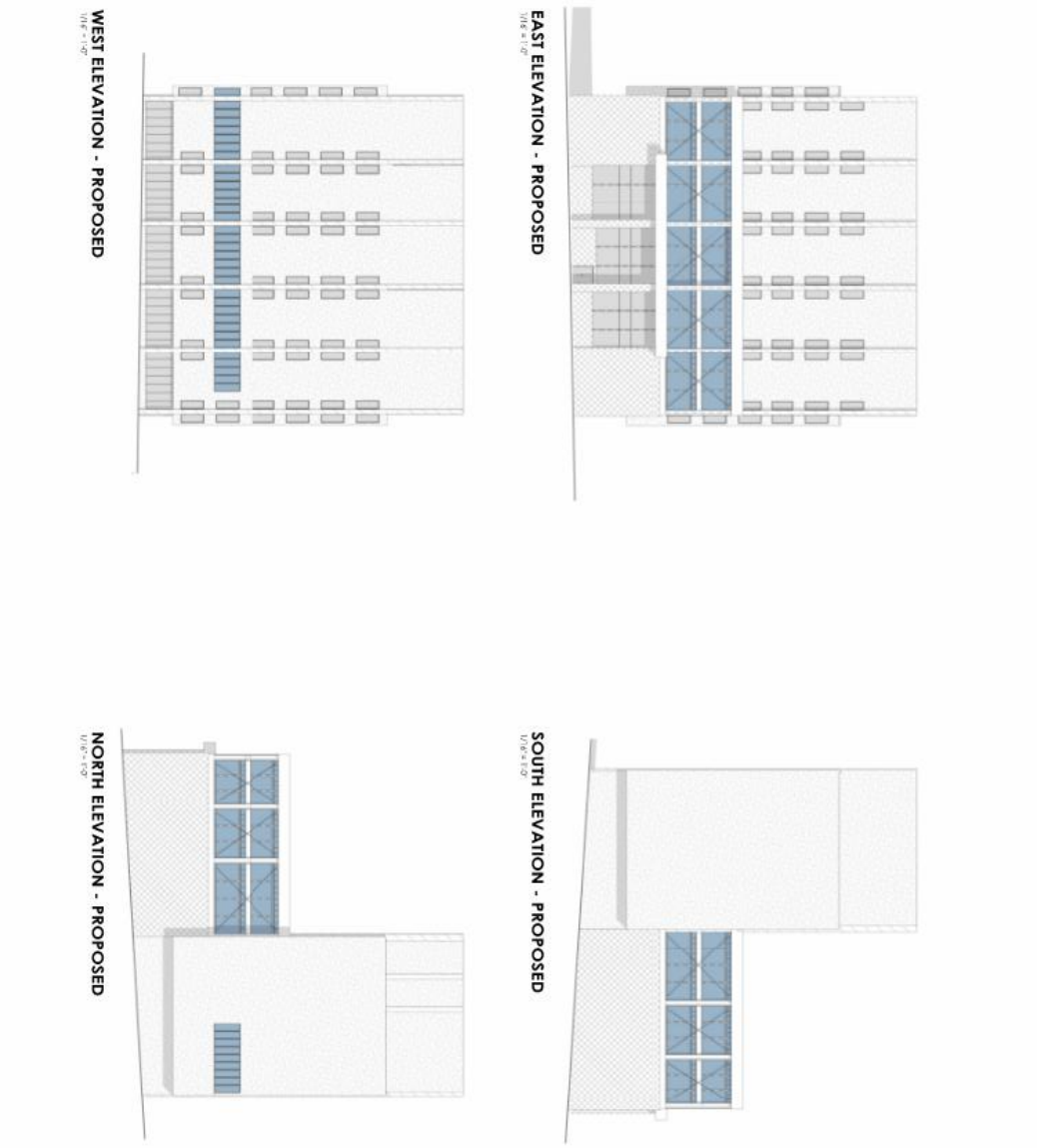
Thence North 89 degrees 48 minutes 48 seconds East, along the North line of said Lease Parcel, a distance of 45.00 feet the Northeast corner of said Lease Parcel.

Thence South 00 degrees 04 minutes 23 seconds East, along the east line of said Lease Parcel, a distance of 60.00 feet to a point in the North line of said Walnut Street and the South line of said Block 8, for the Southeast corner of said Lease Parcel.

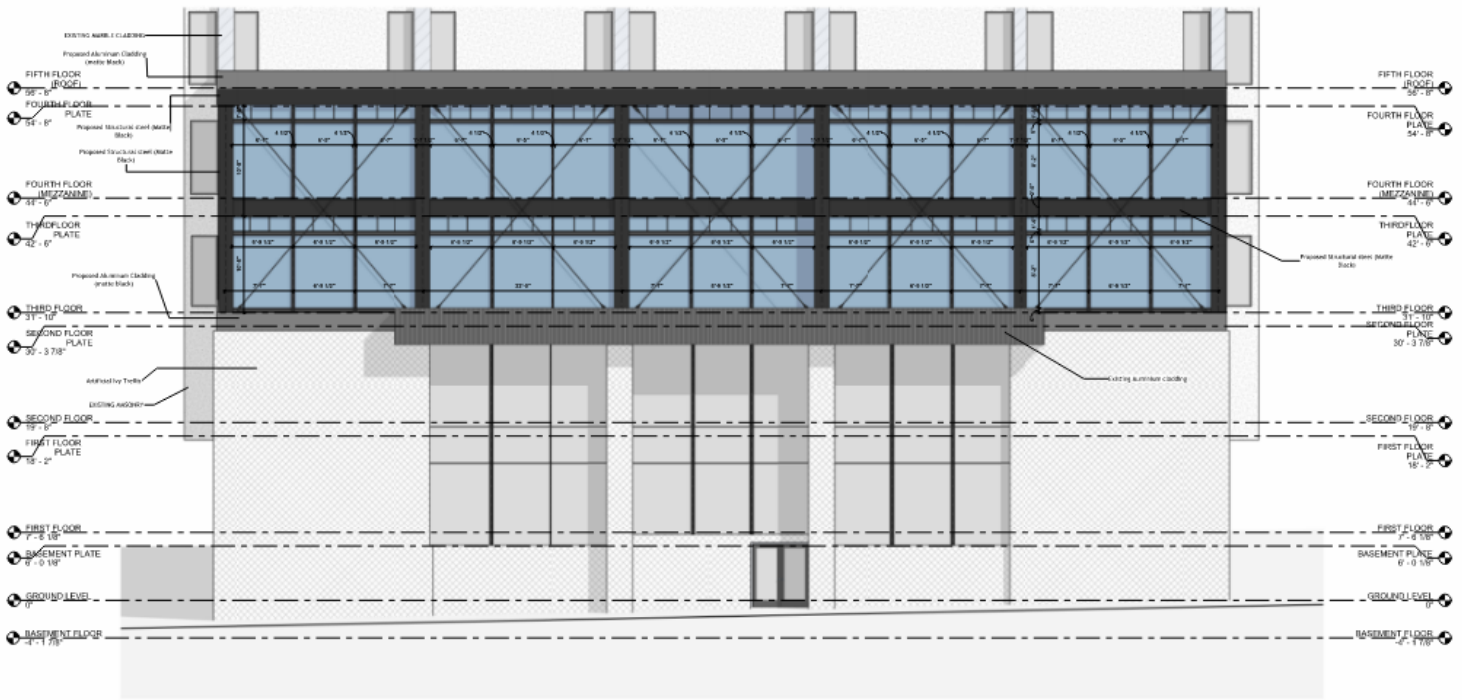
Thence South 89 degrees 48 minutes 48 seconds West, along the South line of said Block 8 and the North line of said Walnut Street, a distance of 45.00 feet to the point of beginning and containing 2,700 square feet of 0.062 of an acre of land.

EXHIBIT B

Architectural Drawings



A2.14	ELEVATIONS	Project #: 2024-01 Issue Date: 01.30.2026 Drawn By: MA	101 S. LOCUST ST DENTON, TX 76201	WILLOW CREEK HONES LLC Client Information	INNOVATIVE DRAFTING & DESIGN INFO@IDD-TX.COM (214)407 - 3464



EAST ELEVATION - PROPOSED - UP TO L5

3/16" = 1'-0"

MATERIALS:

- PROPOSED ARTIFICIAL IVY TRELLIS (WITH RIDGED LATTICE BACKING)
- PROPOSED STRUCTURAL STEEL (MATTE BLACK)
- PROPOSED ALUMINUM CLADDING (MATTE BLACK)
- PROPOSED GLASS
- EXISTING MARBLE CLADDING
- EXISTING ALUMINUM CLADDING
- EXISTING GLASS
- EXISTING MASONRY

INNOVATIVE
DRAFTING & DESIGN
INFO@IDD-TX.COM
(214)407-3404

Client Information

WILLOW CREEK HONES LLC

101 S. LOCUST ST
DENTON, TX 76201

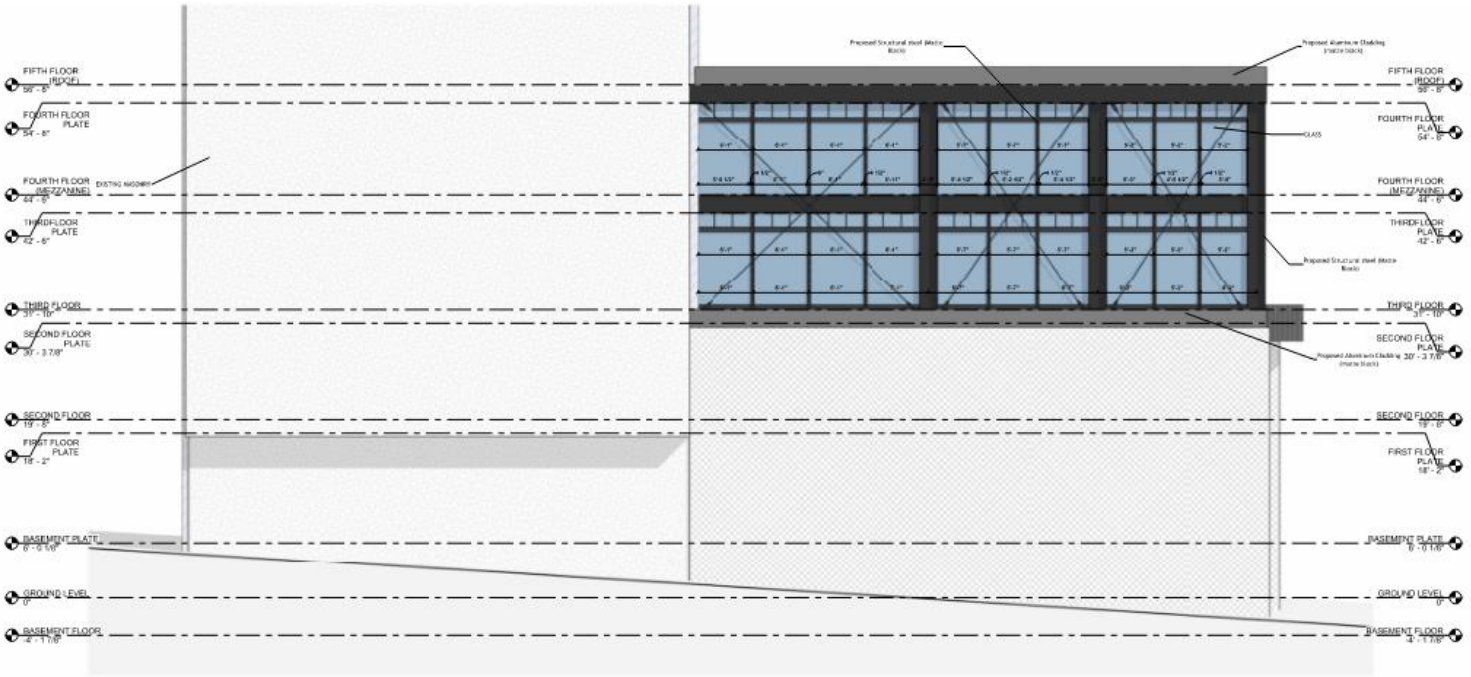
Project #: 25068
Issue Date: 01.30.2026
Drawn By: LMA

EAST ELEVATION

A2.15

SCALE: As Indicated

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF INNOVATIVE DRAFTING & DESIGN AND ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF INNOVATIVE DRAFTING & DESIGN. ALL RIGHTS RESERVED.



SOUTH ELEVATION - PROPOSED - UP TO L5

3/16" = 1'-0"

MATERIALS:

- PROPOSED ARTIFICIAL IVY TRELLIS (WITH RIDGED LATTICE BACKING)
- PROPOSED STRUCTURAL STEEL (MATTE BLACK)
- PROPOSED ALUMINUM CLADDING (MATTE BLACK)
- PROPOSED GLASS
- EXISTING MARBLE CLADDING
- EXISTING ALUMINUM CLADDING
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- EXISTING MASONRY

INNOVATIVE
DRAFTING & DESIGN
INFO@IDD-TX.COM
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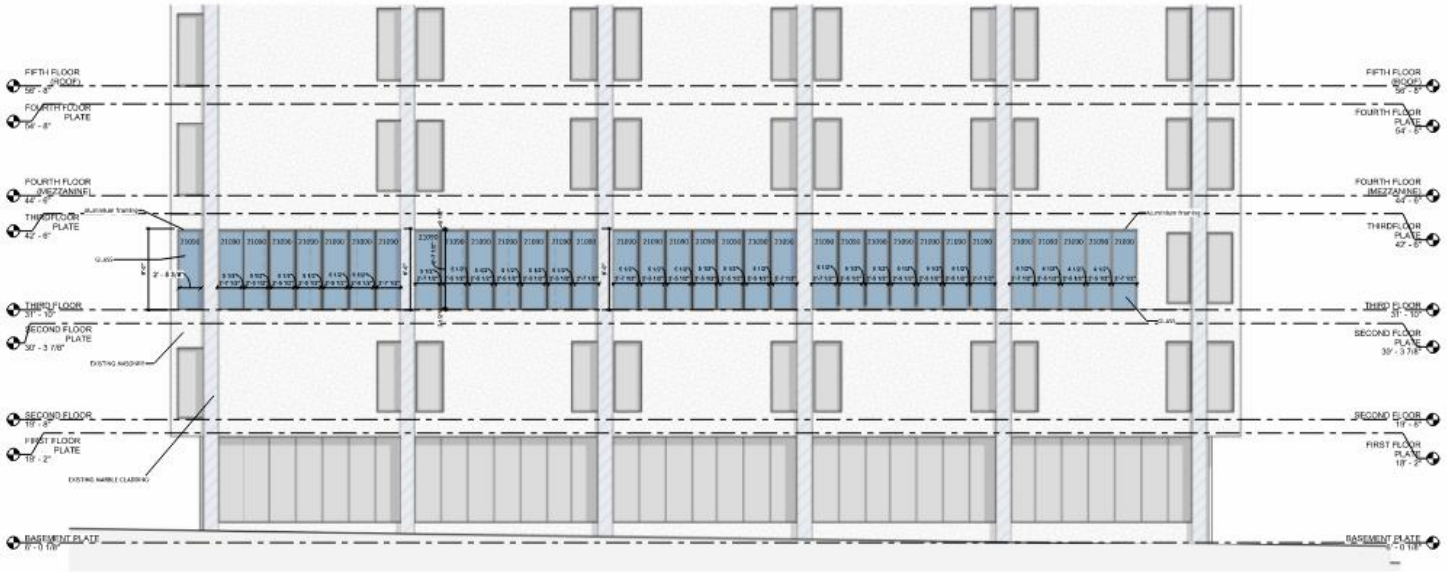
Client Information:
WILLOW CREEK HONES LLC

101 S. LOCUST ST
DENTON, TX 76201

Project #: 25068
Issue Date: 01.30.2026
Drawn By: LMA

SOUTH ELEVATION

A2.16
SCALE As Indicated



WEST ELEVATION - PROPOSED - UP TO L5

3/16" = 1'-0"

MATERIALS:

- PROPOSED ARTIFICIAL IVY TRELLIS (WITH RIDGED LATTICE BACKING)
- PROPOSED STRUCTURAL STEEL (MATTE BLACK)
- PROPOSED ALUMINUM CLADDING (MATTE BLACK)
- PROPOSED GLASS
- EXISTING MARBLE CLADDING
- EXISTING ALUMINUM CLADDING
- EXISTING GLASS
- EXISTING MASONRY

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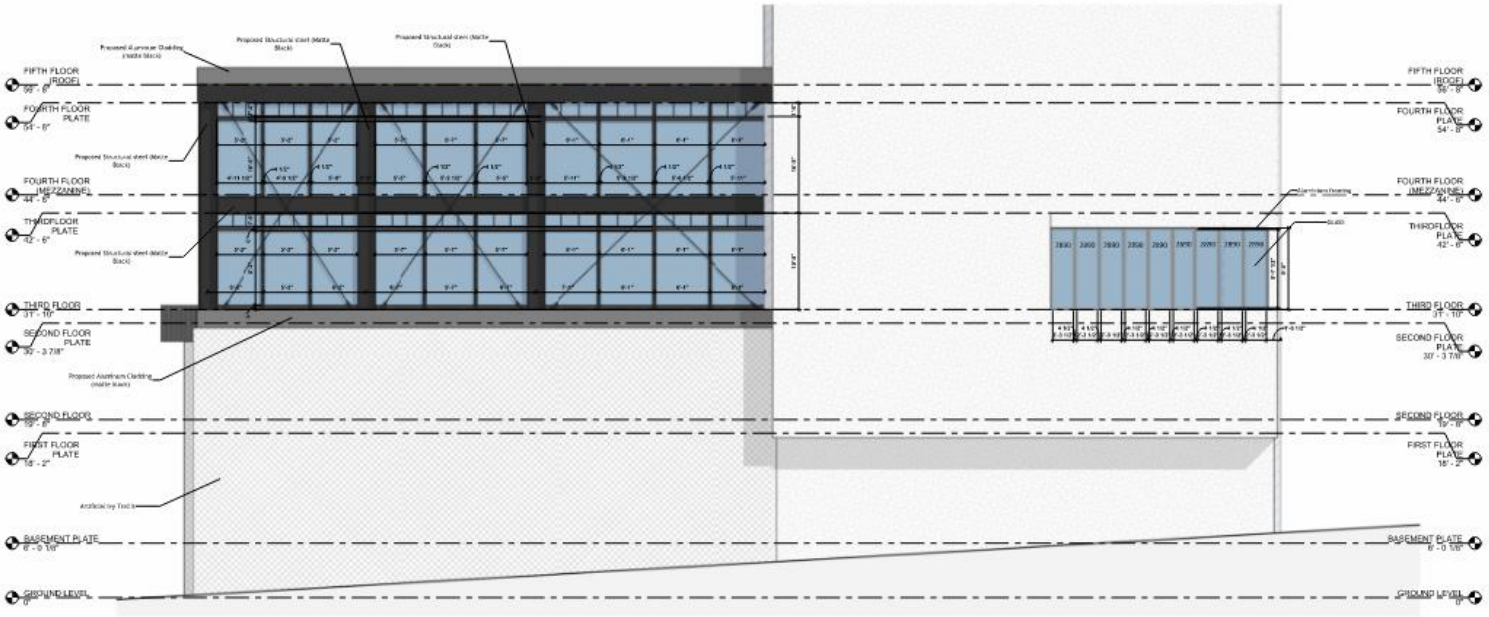
Client Information
WILLOW CREEK HONES LLC

101 S. LOCUST ST
DENTON, TX 76201

Project #: 25068
Issue Date: 01.30.2026
Drawn By: LMA

WEST ELEVATION

A2.17
SCALE: As Indicated



NORTH ELEVATION - PROPOSED - UP TO L5

3/16" = 1'-0"

MATERIALS:

- PROPOSED ARTIFICIAL IVY TRELLIS (WITH RIDGED LATTICE BACKING)
- PROPOSED STRUCTURAL STEEL (MATTE BLACK)
- PROPOSED ALUMINUM CLADDING (MATTE BLACK)
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INNOVATIVE
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(214)407-3404

Client Information
WILLOW CREEK HONES LLC

101 S. LOCUST ST
DENTON, TX 76201

Project #: 29068
Issue Date: 01.30.2026
Drawn By: LMA

NORTH ELEVATION

A2.18
SCALE As Indicated

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. DCC25-0007

Date of Planning and Zoning Commission Meeting: March 3rd, 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 Rooftop Restaurant / DCC25-0007, located at 101 South Locust Street Denton, tx 76201

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 February 19, 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 Locust, Hickory, Walnut, Austin Street.

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 February 19 day of 19, 2026.

Signature of Applicant or Authorized Representative for Project No.

Jonathan King

Printed Name of Applicant or Authorized Representative for Project No.

STATE OF TEXAS COUNTY OF Denton BEFORE ME, a Notary Public, on this 19th 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 19th day of February, 2026.

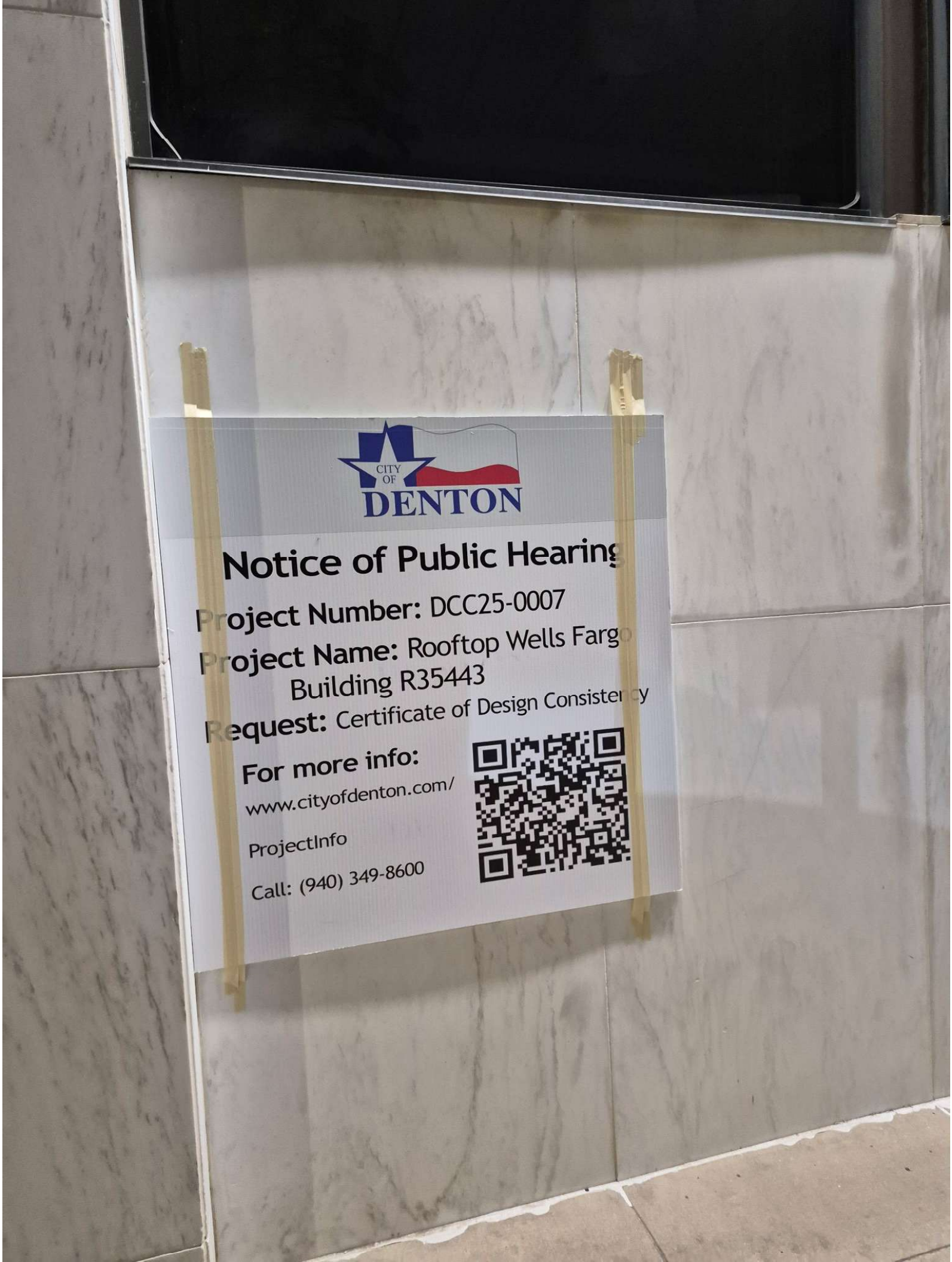
Notary Signature (seal)

MARLEE PEYTON KOSCHEL
Notary Public, State of Texas
Comm. Expires 07-08-2026
Notary ID 133849647

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.***

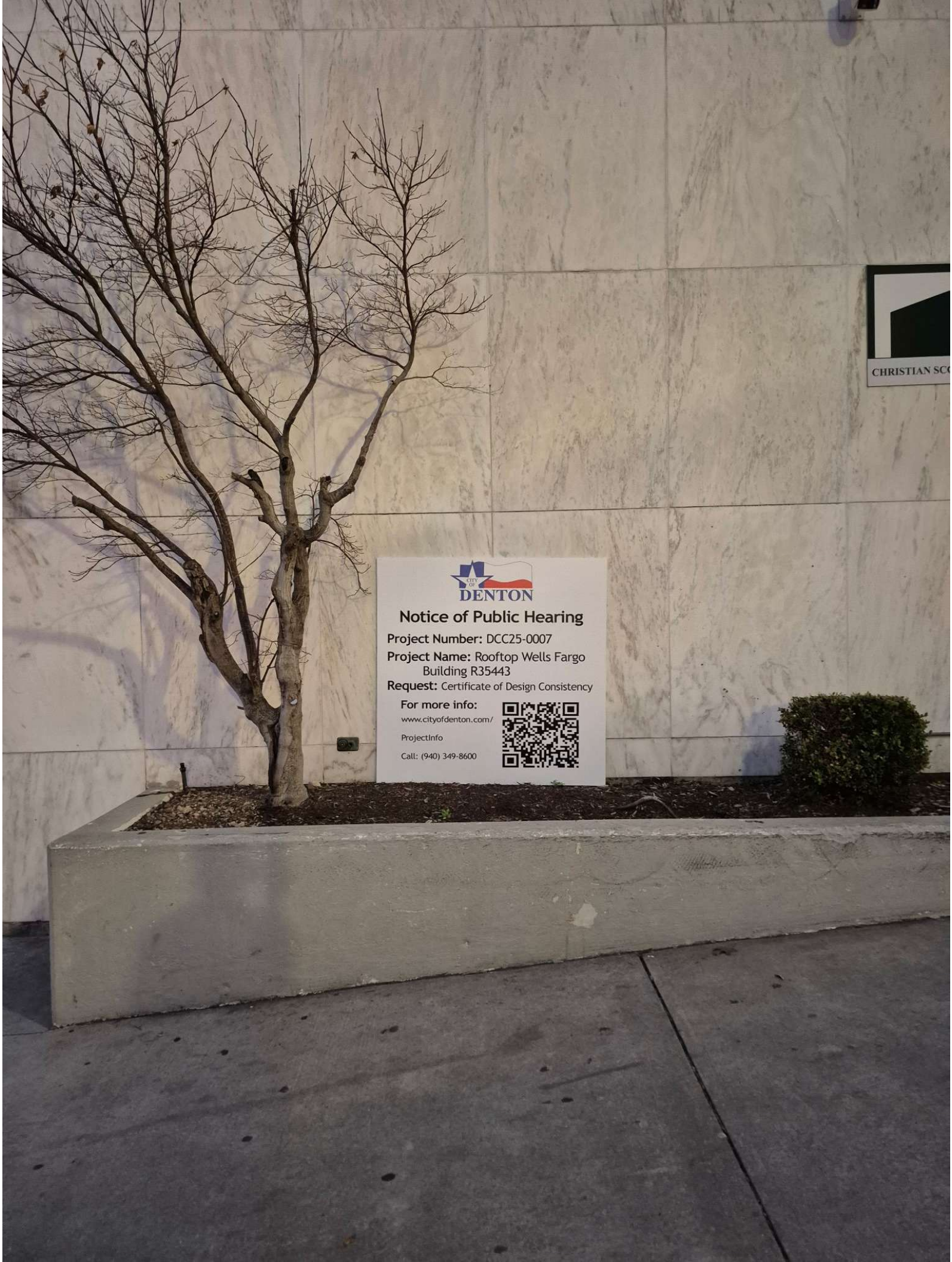
STAFF USE ONLY:

Date/Time submitted: 2/19/26 Verified by: Sean M. Jacobson


CITY OF DENTON
Notice of Public Hearing
Project Number: DCC25-0007
Project Name: Rooftop Wells Fargo Building R35443
Request: Certificate of Design Consistency
For more info:
www.cityofdenton.com/ProjectInfo
Call: (940) 349-8600


CITY OF DENTON
Notice of Public Hearing
Project Number: DCC25-0007
Project Name: Rooftop Wells Fargo Building R35443
Request: Certificate of Design Consistency
For more info:
www.cityofdenton.com/ProjectInfo
Call: (940) 349-8600


CITY OF DENTON
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CITY OF DENTON
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Call: (940) 349-8600
CHRISTIAN SC

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

DCM: Cassey Ogden

DATE: March 3, 2026

SUBJECT

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 an Outdoor Storage use on approximately 4.95 acres of land, approximately located on the west side of Interstate Highway 35 West, 287 feet north of Metro Street and legally described as Lot 4 Block A Lattimore Industrial Park 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 establishing an effective date. The Planning and Zoning Commission voted (7-0) to recommend approval. Motion for approval by Commissioner McDuff and second by Commissioner Riggs. (S25-0014a, Bryce Van Arsdale)

Feb 11, 2026 Planning and Zoning Commission on 2026-02-11 5:00 PM - Denton, TX

BACKGROUND

The applicant, Gregg Madsen of Wier & Associates, on behalf of the property owner, Lattimore Materials Corporation, has submitted a request for a Specific Use Permit (SUP) to allow for Outdoor Storage use on approximately 4.95 acres of land within the Light Industrial zoning district.

Outdoor Storage as a principal use is defined in the Denton Development Code (DDC) as follows: "As a principal use, a property or area used for the long term (more than 24 hours) storage of materials, merchandise, products, stock, supplies, machines, operable motor vehicles, equipment, manufacturing materials, or other items not kept within a structure having at least four walls and a roof. New or used motor vehicles sales and leasing display and parking, and outdoor sales and display and parking areas shall not be defined as outdoor storage. Automotive wrecking service, impound lot, junkyard, or salvage yard shall not be defined as outdoor storage."

The proposed development, Lot 4 Lattimore Industrial Park Outdoor Storage, will be utilized as a parking lot for fleet vehicles and equipment. No development meeting the tier 1 or tier 2 thresholds has been proposed at this time.

The subject property is currently operating as a parking lot for the adjacent Concrete Batch Plant. The purpose of this SUP request is to separate the subject property from the Concrete Batch Plant to operate as independent Outdoor Storage. The surrounding area is made up of Light Industrial uses to the north, west, and south, while the property to the east is undeveloped.

A full analysis of this request is provided as Exhibit 2.

PLANNING AND ZONING COMMISSION

On February 11, 2026, the Planning and Zoning Commission held a public hearing and recommended approval of the Specific Use Permit [7-0] with staff's recommended conditions. Chairman Pruett requested confirmation regarding the difference between a "temporary concrete batch plant" and the permanent concrete batch plant use which exists on the adjacent lot. Staff informed the Commission that this use falls under the "High-Impact Manufacturing" use category and is a legal non-conformity as it was developed in 1991, prior to the 2002 Denton Development Code and associated rezoning for light industrial uses.

OPTIONS

1. Approve as submitted
2. Approve subject to conditions
3. Deny
4. Postpone consideration

RECOMMENDATION

Staff recommends **approval** of the SUP request subject to the following conditions:

1. Development of the site shall substantially comply with the attached Site Plan. Administrative approval of changes that do not increase the size and number of the Outdoor Storage buildings and equipment, change the number of parking spaces, or decrease the buffer and screening requirements, may be administratively approved, if such changes are permissible per the Denton Development Code. All other changes shall require a Specific Use Permit amendment in accordance with the Denton Development Code.

2. The City reserves the right to require approval by ordinance of any amendments or alterations to the SUP, the attached site plan, and the attached landscape plan. The attached site plan and landscape plan are incorporated as requirements of the SUP.

3. The zoning map shall reflect the Specific Use Permit on the property consistent with the DDC.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Date	Council, Board, Commission	Request	Action
1969	City Council	Annexation	Approved
1997	City Council	Rezoning from Agricultural (A) zoning district to Light Industrial (LI) zoning district	Approved
2002	City Council	City wide rezoning to Industrial Center Employment (IC-E)	Approved
2019	City Council	City wide rezoning to Light Industrial (LI)	Approved
February 11, 2026	Planning and Zoning Commission	SUP for Outdoor Storage	Recommended Approval

PUBLIC OUTREACH:

To comply with the public hearing notice requirements, the following were completed:

- On January 20, 2026, nine (9) notices were sent to property owners within 200 feet of the subject property. As of the writing of this report, staff has not received any written responses.

- On January 20, 2026, fifteen (15) courtesy notices were sent to physical addresses within 500 feet of the subject property.

- A notice was published on the City's website on January 20, 2026 and February 13, 2026.

- A notice was published in the Denton Record Chronicle on January 25, 2026 and February 15, 2026.

- The developer did not hold neighborhood meetings, instead reaching out individually to adjacent property owners. No significant response was reported to staff.

- Two signs were posted on the property on January 20, 2026.

DEVELOPER ENGAGEMENT DISCLOSURES

No developer contact and/or meeting disclosures have been provided to staff as of the issuance of this report.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Staff Analysis
Exhibit 3 - Site Location Map
Exhibit 4 - Future Land Use Map
Exhibit 5 - Zoning Map
Exhibit 6 - Site Plan
Exhibit 7 - Notification Map
Exhibit 8 - Draft Ordinance
Exhibit 9 - Presentation

Respectfully submitted:
Hayley Zagurski, AICP
Planning Director

Prepared by:
Bryce Van Arsdale
Assistant Planner

Planning Staff Analysis
S25-0014a / Lot 4 Lattimore Industrial Park
City Council District 3

REQUEST:
Specific Use Permit (SUP) to allow for an Outdoor Storage use on approximately 4.95 acres of land, generally located on the west side of Interstate Highway 35 West, approximately 287 feet north of Metro Street in the City of Denton, Denton County, Texas.

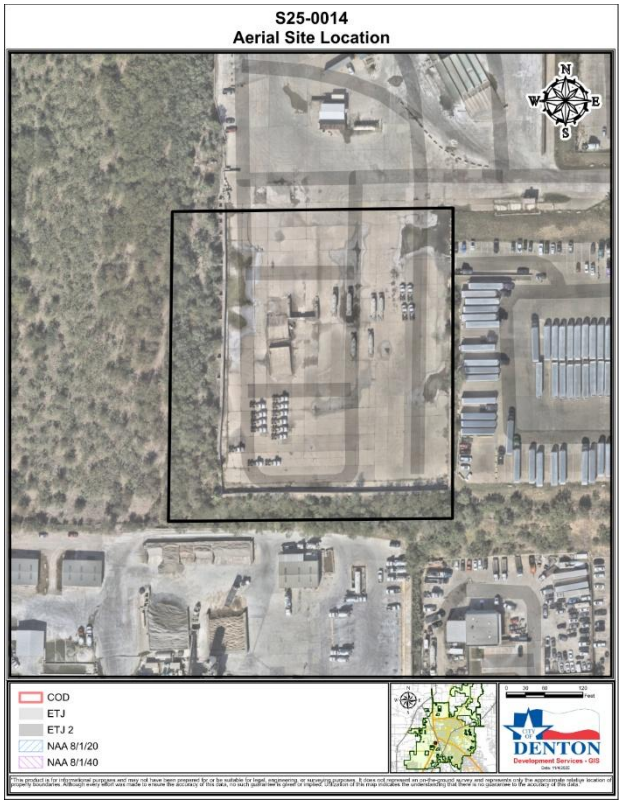
APPLICANT:

Gregg Madsen of Wier & Associates

STAFF RECOMMENDATION:
Staff recommends **approval** of the SUP subject to the following conditions:

1. Development of the site shall substantially comply with the attached Site Plan. Administrative approval of changes that do not increase the size and number of the Outdoor Storage buildings and equipment, change the number of parking spaces, or decrease the buffer and screening requirements may be administratively approved, if such changes are permissible per the Denton Development Code. All other changes shall require a Specific Use Permit amendment in accordance with the Denton Development Code.

2. The City reserves the right to require approval by ordinance of any amendments or alterations to the SUP, the attached site plan, and the attached landscape plan. The attached site plan and landscape plan are incorporated as requirements of the SUP.



3. The zoning map shall reflect the Specific Use Permit on the property consistent with the DDC.

SITE DATA:
The subject property is located on the west side of Interstate Highway 35 West, approximately 287 feet north of Metro Street and is currently used as a parking and storage area for the adjacent Concrete Batch Plant and is developed with existing concrete paving and perimeter fencing. The subject property is situated in an area largely comprised of light industrial uses, and abuts a 9.8-acre tract of undeveloped land, owned by Rayzor Investments LTD.

The applicant has submitted the request in order to facilitate the continued use of the subject property separate from the existing Concrete Batch Plant. In the Light Industrial Zoning District, Outdoor Storage as a primary use requires approval of an SUP. No development meeting the tier one or tier two thresholds as specified in the Denton Development Code (DDC) Subsection 7.2.2 has been proposed at this time. The subject property will take access from an existing entryway on the Interstate Highway 35 West frontage road.

There is no FEMA floodplain, floodway, or Environmentally Sensitive Area (ESA) on site.

The subject property is zoned Light Industrial (LI) District (see Exhibit 5). The area surrounding the subject property is predominantly made up of industrial zoning districts, with Light Industrial Zoning present to the north, east, and south, and Heavy Industrial Zoning to the west, as further described in the table below.

SURROUNDING ZONING AND LAND USES:

Northwest: • Zoning: Heavy Industrial (HI) • Use: Undeveloped	**North:** • Zoning: Light Industrial (LI) • Use: Concrete Batch Plant	**Northeast:** • Zoning: Light Industrial (LI) • Use: Equipment Sales and Rental
West: • Zoning: Heavy Industrial (HI) • Use: Undeveloped	**SUBJECT PROPERTY**	**East:** • Zoning: Light Industrial (LI) • Use: Equipment Sales and Rental
Southwest: • Zoning: Light Industrial (LI) • Use: Concrete Batch Plant	**South:** • Zoning: Light Industrial (LI) • Use: Concrete Batch Plant	**Southeast:** • Zoning: Light Industrial (LI) • Use: Automotive Wrecking Service

CONSIDERATIONS:

A. Section 2.4.5E of the Denton Development Code (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 general criteria have been applied.

   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 2.5.2D of the DDC applies to Specific Use Permit (SUP) requests. 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 for Specific Use Permit requests.

2. *Prior Approvals*

No prior approvals have taken place on the subject property.

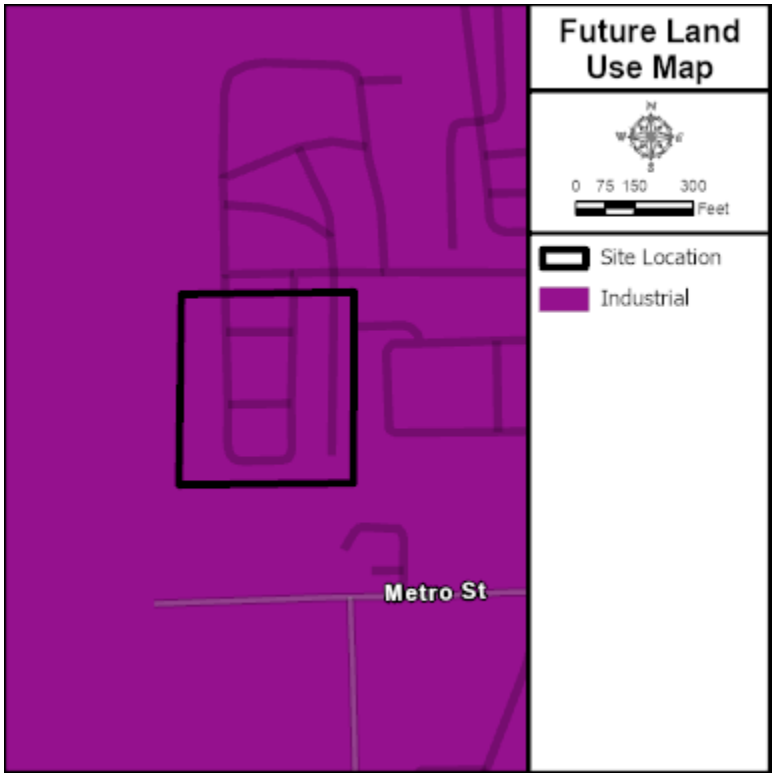
3. *Consistent with the Comprehensive Plan and Other Applicable Plans*

The decision–making authority:

a. *Shall weigh competing goals, policies, and strategies.*

There are no competing goals, policies nor strategies associated with the proposed request. As noted below, the request conforms to the Future Land Use Map and is designed to minimize adverse impacts to the maximum extent possible.

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.*



The use and scale of the proposed Outdoor Storage use conforms to the Future Land Use element of the Denton 2040 Comprehensive Plan. Per the Future Land Use Map in the Denton 2040 Comprehensive Plan, the subject property and surrounding area is designated as Industrial Commerce (see inset map and provided as Exhibit 4). The Industrial Commerce designation applies to areas where the predominant uses include light and heavy industrial uses such as moderate to heavy manufacturing, assembly, fabrication, and wholesaling.

The subject property is adequately spaced and buffered from adjacent industrial uses per Denton Development Code buffering requirements. Outdoor Storage is a compatible use with the surrounding area and is in line with the Industrial Commerce FLUM designation.

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.*

      The development proposed with this application does not meet Tier 1 or Tier 2 development thresholds. Staff performed a review for this application and determined that the existing site meets the DDC standards associated with an Outdoor Storage use.

   b. *Compliance with these standards is applied at the level of detail required for the subject submittal.*

      No additional development has been proposed on this site at this time. Should a future application for development be submitted, Staff will perform a review in accordance with all applicable DDC standards.

5. *Compliance with Other Applicable Regulations*

   This proposed request complies with all other applicable regulations.

6. *Consistent with Interlocal and Development Agreements*

   There are no interlocal or development agreements for the subject site.

7. *Minimizes Adverse Environmental Impacts*

   There is no change proposed to the current site. No adverse environmental impacts are expected with this request.

8. *Minimizes Adverse Impacts on Surrounding Property*

   The proposed use is not expected to generate adverse impacts for the surrounding properties. Development in the vicinity consists of a variety of light and heavy industrial uses. Should further development be proposed on this site, an SUP Amendment may be required per the Denton Development Code to verify adequate landscaping and buffering elements are provided. As described in Criteria B3, the site complies with the use-specific standards required for Outdoor Storage related to screening and location of stored materials.

9. *Minimizes Adverse Fiscal Impacts*

   The proposed use is not expected to generate adverse fiscal impacts.

10. *Complies with Utility, Service, and Improvement Standards*

    The proposed use does not require any changes to utilities existing on site.

11. Provides Adequate Road Systems

The subject property will take access from a 125-foot-wide access easement stemming from Interstate Highway 35 West.

12. Provides Adequate Public Services and Facilities

The proposed Outdoor Storage use will not affect public services and facilities within the area.

13. Rational Phasing Plan

The project does not have a phasing plan.

B. Section 2.5.2D of the DDC states that in reviewing a proposed SUP, the Planning and Zoning Commission and City Council shall consider the general approval criteria in Subsection 2.4.5E and whether:

1. *The specific use proposed is compatible with the surrounding area;*

   The proposed Outdoor Storage use is compatible with the surrounding area containing a mixture of light and heavy industrial uses.

2. *The specific use proposed has negative impacts on future development of the area; and*

   The proposed Outdoor Storage use is not anticipated to have negative impacts on future development of the area. The area immediately surrounding the property has largely been developed with uses that are compatible with the proposed Outdoor Storage use. The subject property's zoning designation of Light Industrial combined with adjacency to industrial developments allows for a variety of supporting uses to be proposed by right or with a Specific Use Permit. This request for an Outdoor Storage use is a supporting use for all surrounding properties. The proposed Outdoor Storage use is anticipated to have minimal impact on the future development of the overall region.

3. Any impacts associated with access, traffic, emergency services, utilities, parking, refuse areas, noise, glare, and odor have been adequately mitigated.

   The proposed use is not anticipated to generate offensive odors, fumes, dust, or noise. A Trip Generation report was reviewed, and a Traffic Impact Analysis was not triggered. All proposed parking is located on-site.

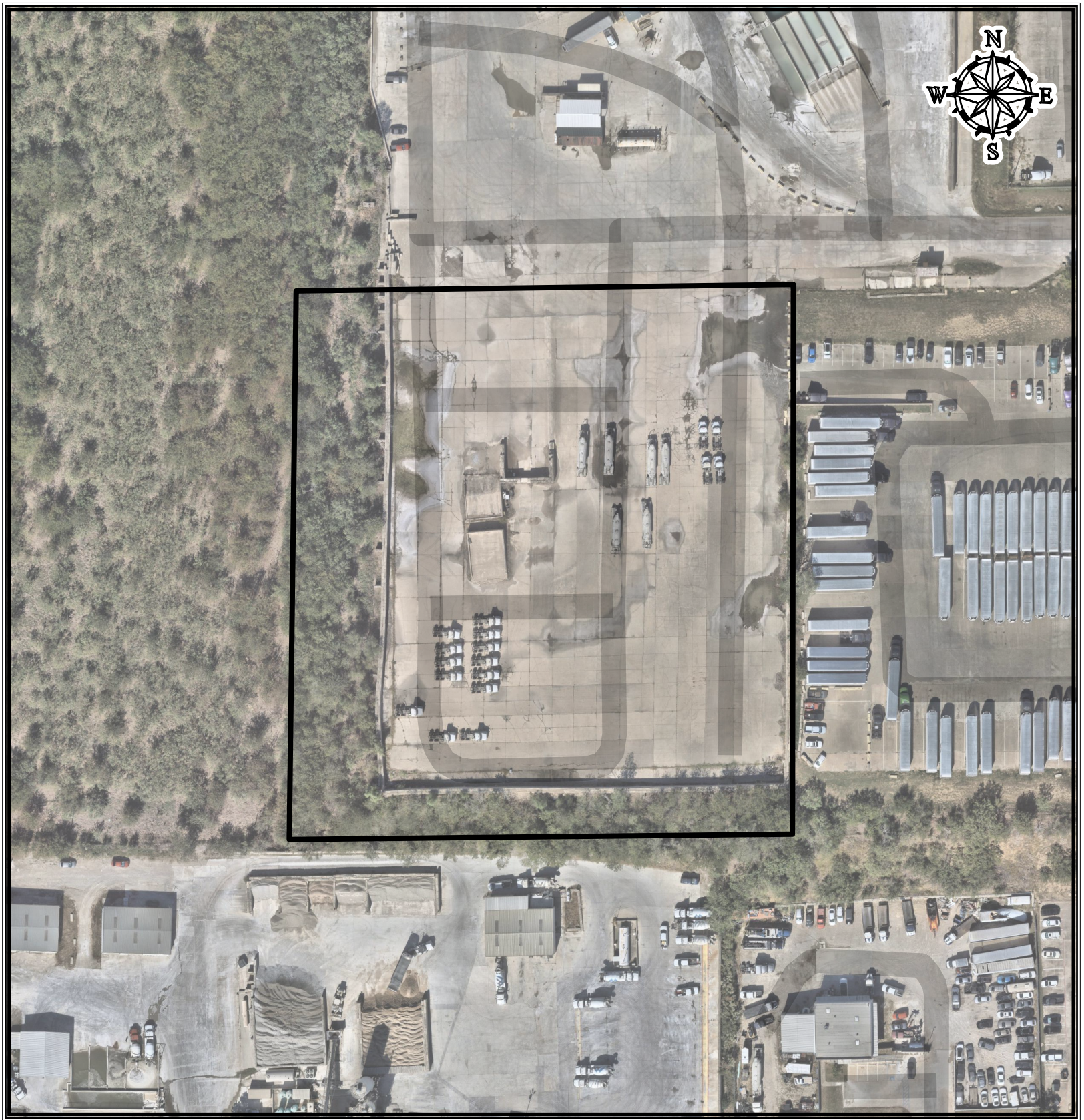
   In addition, the proposed Outdoor Storage use is required to comply with the Use-Specific Standards specified DDC 5.3.6.F and are intended to minimize any adverse impacts associated with the use. Particularly, the Use-Specific Standards specify screening requirements for the establishment of an Outdoor Storage use, including the following:

   - Materials shall not be stored in areas intended for vehicular or pedestrian circulation.
     - *No storage of material is proposed within areas intended for vehicular or pedestrian circulation.*

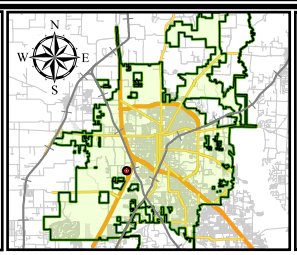
- Materials stored outdoors shall be setback at least five feet from all property lines.
    - *No material storage is proposed within five feet of any property line.*

- Outdoor storage shall be opaquely screened from all rights-of-way, residential zoning districts, and residential uses, and shall comply with standards in Subsection 7.7.8: Walls, Fences, and Screening.
    - *The subject property is not visible from adjacent rights-of-way. No residential zoning districts or uses are within the immediate vicinity of the subject property.*

S25-0014
Aerial Site Location



COD
ETJ
ETJ 2
NAA 8/1/20
NAA 8/1/40

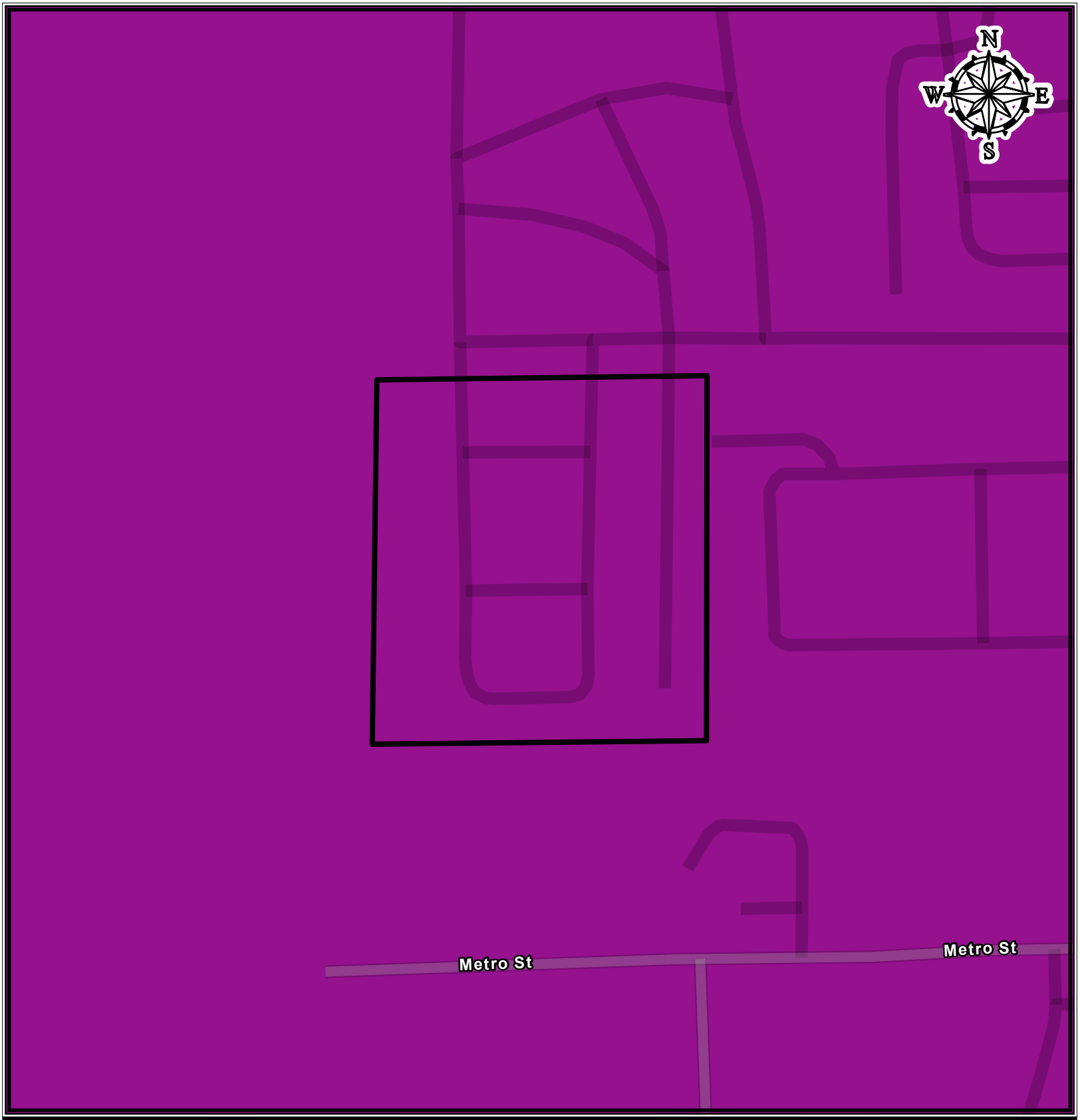


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CITY OF DENTON
Development Services · GIS
Date: 11/4/2025

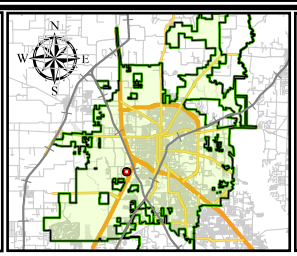
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S25-0014
Future Land Use Map



Future Land Use 2040

- Agriculture
- Rural Areas
- Low Residential
- Moderate Residential
- Master Planned Community
- Downtown Denton
- Regional Mixed Use
- Community Mixed Use
- Neighborhood Mixed Use
- Neighborhood / University Compatibility Area
- Business Center
- Light Industrial
- Industrial Commerce
- Government / Institutional
- Parks / Open Space
- Site Location

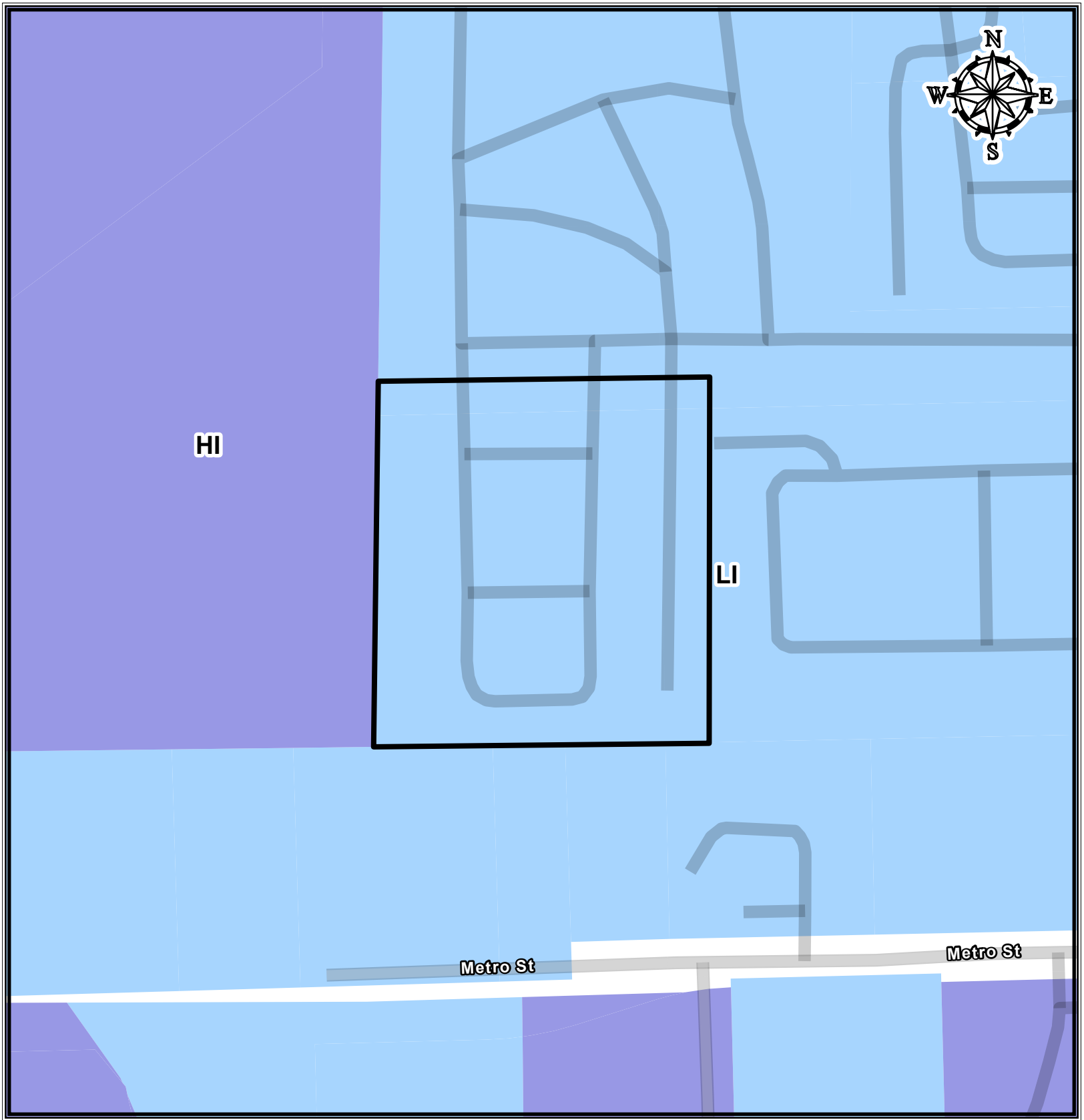


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CITY OF DENTON
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Date: 11/4/2025

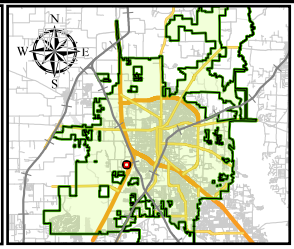
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S25-0014
Current Zoning Map



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



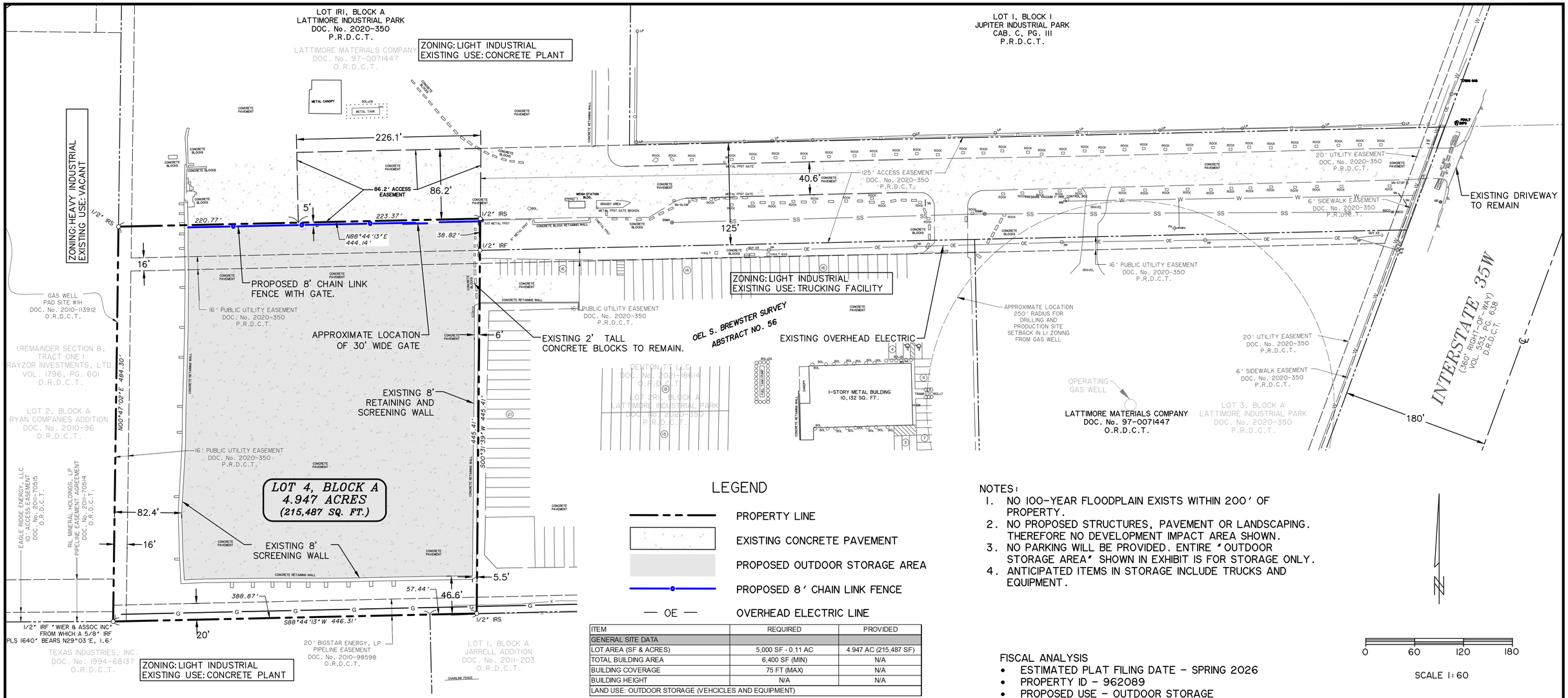
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CITY OF DENTON
Development Services · GIS
Date: 11/4/2025

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BAR IS ONE INCH ON ORIGINAL FULL-SIZE PRINT

PRINTED: 12/9/2025 STB FILE: BETA-SD-PAVING.STB LAST SAVED: 12/9/2025 12:36 PM SAVED BY: BRETTB FILE: SUP SITE PLAN-20045.DWG



LEGEND

- PROPERTY LINE
- EXISTING CONCRETE PAVEMENT
- PROPOSED OUTDOOR STORAGE AREA
- PROPOSED 8' CHAIN LINK FENCE
- — OE — OVERHEAD ELECTRIC LINE

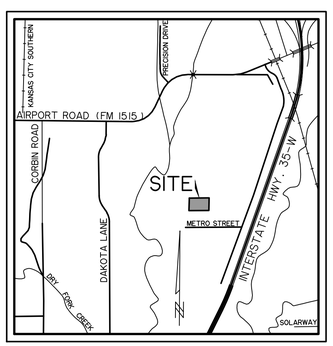
ITEM	REQUIRED	PROVIDED
GENERAL SITE DATA		
LOT AREA (SF & ACRES)	5,000 SF - 0.11 AC	4.947 AC (215,487 SF)
TOTAL BUILDING AREA	6,400 SF (MIN)	N/A
BUILDING COVERAGE	75 FT (MAX)	N/A
BUILDING HEIGHT	N/A	N/A
LAND USE: OUTDOOR STORAGE (VEHICLES AND EQUIPMENT)		

NOTES:
1. NO 100-YEAR FLOODPLAIN EXISTS WITHIN 200' OF PROPERTY.
2. NO PROPOSED STRUCTURES, PAVEMENT OR LANDSCAPING. THEREFORE NO DEVELOPMENT IMPACT AREA SHOWN.
3. NO PARKING WILL BE PROVIDED. ENTIRE "OUTDOOR STORAGE AREA" SHOWN IN EXHIBIT IS FOR STORAGE ONLY.
4. ANTICIPATED ITEMS IN STORAGE INCLUDE TRUCKS AND EQUIPMENT.

0 60 120 180

SCALE 1:60

FISCAL ANALYSIS
- ESTIMATED PLAT FILING DATE - SPRING 2026
- PROPERTY ID - 962089
- PROPOSED USE - OUTDOOR STORAGE
- ESTIMATED ROADWAY CONSTRUCTION MILEAGE - N/A
- TOTAL LAND SQUARE FOOTAGE - 215,487 SF
  - 152,378 SF OF STORAGE AREA



VICINITY MAP
NOT TO SCALE

LOT 4 BLOCK A
LATTIMORE INDUSTRIAL PARK ADDITION
SUP SITE PLAN
4.947 ACRES (215,487 SF)
EXISTING ZONING: LIGHT INDUSTRIAL
PROPOSED LAND USE: OUTDOOR STORAGE

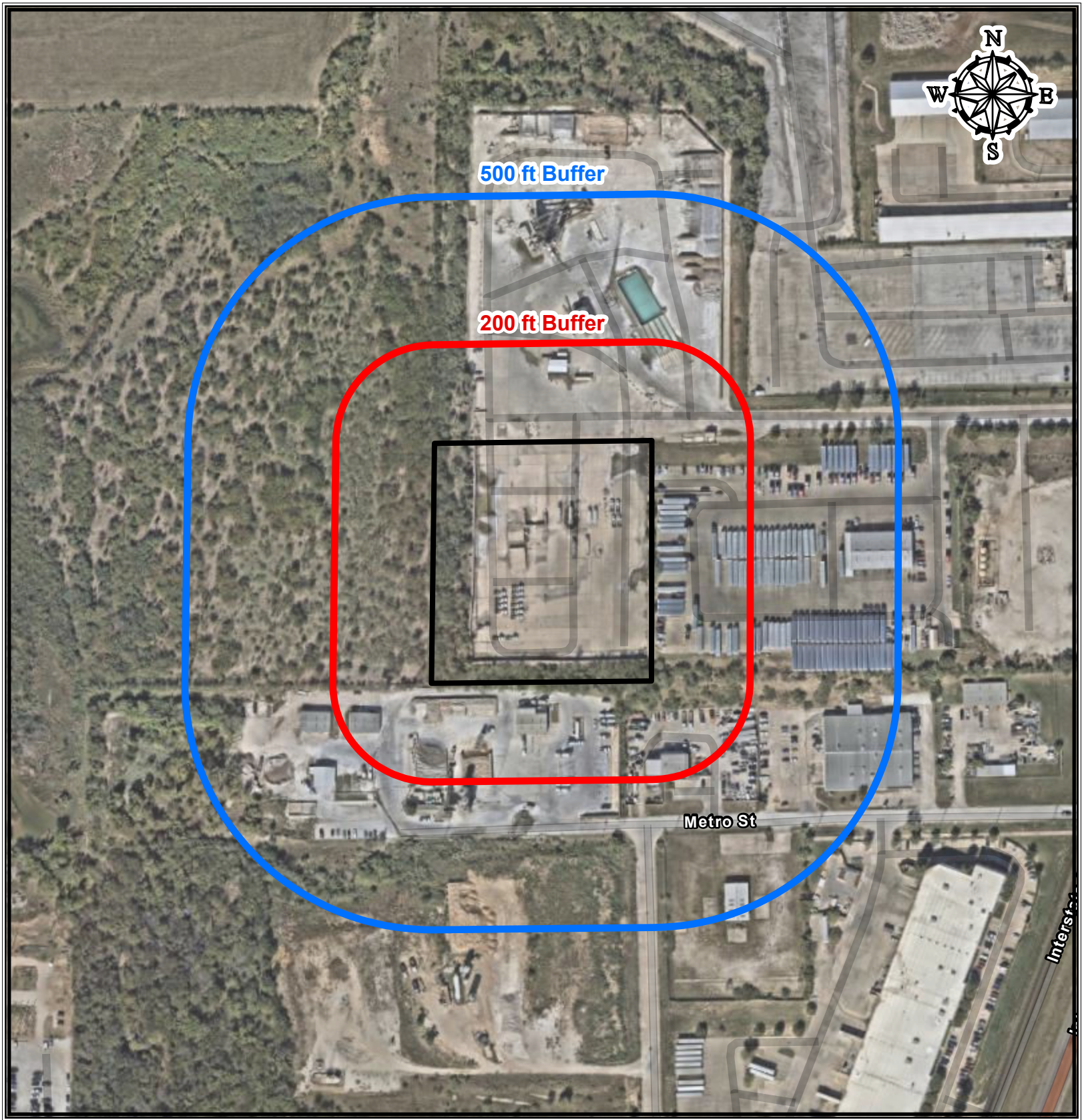
OWNER
LATTIMORE MATERIALS, CORP.
15900 DOLLEY ROAD
ADDISON TEXAS
CONTACT: MARK MILLER
PH: (702)358-7280
EMAIL: MARK.MILLER@AMRIZE.COM

ENGINEER
WIER & ASSOCIATES, INC.
2201 LAMAR BLVD. STE 200E
ARLINGTON, TEXAS 76006
CONTACT: BRETT BACHMANN, P.E.
PH: (817) 467-7700
FAX: (817) 467-7713
BRETTB@WIERASSOCIATES.COM

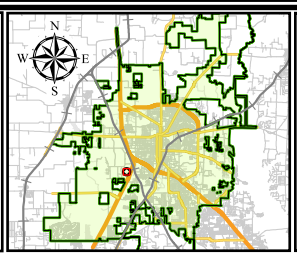
PREPARED BY:
WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
2201 E. LAMAR BLVD., SUITE 200E ARLINGTON, TEXAS 76006
5151 HEADQUARTERS DR., SUITE 115 PLANO, TEXAS 75024
Texas Firm Registration No. F-2776 www.WierAssociates.com (817) 467-7700
Texas Board of Professional Land Surveying Registration No. 100339-00

DATE: 12/9/2025
W.A. No. 20045

S25-0014
Notification Map



Parcels Standalone



0 75 150 300 Feet

CITY OF DENTON
Development Services · GIS
Date: 11/4/2025

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS REGARDING A REQUEST FOR A SPECIFIC USE PERMIT (SUP) TO ALLOW FOR AN OUTDOOR STORAGE USE ON APPROXIMATELY 4.95 ACRES OF LAND, APPROXIMATELY LOCATED ON THE WEST SIDE OF INTERSTATE HIGHWAY 35 WEST, 287 FEET NORTH OF METRO STREET, AND LEGALLY DESCRIBED AS LOT 4, BLOCK A LATTIMORE INDUSTRIAL PARK 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 ESTABLISHING AN EFFECTIVE DATE. (S25-0014)

WHEREAS, Gregg Madsen, representing the property owner Lattimore Materials Corporation, has applied for a new Specific Use Permit ("SUP") to allow for an Outdoor Storage use on an approximately 4.95-acre site, within the Light Industrial (LI) zoning district and use classification, as described in **Exhibit "A"** (hereinafter, "the Property"); and

WHEREAS, on February 11, 2026, the Planning and Zoning Commission, in compliance with the laws of the State of Texas, having given the requisite notices by publication and otherwise, and having afforded full and fair hearings and to all property owners interested in this regard, has recommended approval [7 – 0] of the requested SUP, subject to conditions; and

WHEREAS, on March 3, 2026, the City Council likewise conducted a public hearing as required by law to consider the SUP request. Upon consideration, the City Council hereby finds that the request is consistent with the Denton 2040 Comprehensive Plan and federal, state, and local law, and that the Applicant has agreed to comply with all provisions of the Denton Development Code ("DDC"), and has further agreed to comply with the additional restrictions and conditions set forth herein; and

WHEREAS, the City Council has determined that it will be beneficial to Denton and its citizens to grant the SUP; that such grant will not be detrimental to the public welfare, safety, or health; that proposed permit satisfies criteria set forth in Sections 2.4.5E and 2.5.2D of the Denton Development Code; and that the SUP should be granted; 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 SUP to allow the Outdoor Storage use on the Property as shown on the site plan attached and incorporated herein as **Exhibit "B"** is hereby approved, with the following conditions:

1. Development of the site shall substantially comply with the attached Site Plan. Administrative approval of changes that do not increase the size and number of the Outdoor Storage buildings and equipment, change the number of parking spaces, or decrease the buffer and screening requirements, if such changes are permissible per the

Denton Development Code. All other changes shall require a Specific Use Permit amendment in accordance with the Denton Development Code.

2. The City reserves the right to require approval by ordinance of any amendments or alterations to the SUP, the attached site plan, and the attached landscape plan. The attached site plan and landscape plan are incorporated as requirements of the SUP.

3. The zoning map shall reflect the Specific Use Permit on the property consistent with the DDC.

SECTION 3. Failure to Comply. Except as otherwise stated above, all terms of the SUP shall be complied with prior to issuance of a Certificate of Occupancy. Failure to comply with any term or condition of the Ordinance will result in the SUP being declared null and void, and of no force and effect. The SUP is issued to the entity named above runs with the land and is assignable and transferable to subsequent owners of the Property.

SECTION 4. SUP Regulations. Upon notice to the property owner and a hearing before the City Council, a SUP may be revoked or modified if: 1. There is one or more of the conditions imposed by this Ordinance that has not been met or has been violated on the Property; or 2. The SUP was obtained or extended by fraud or deception; or 3. As otherwise permitted by law and/or permitted by the Denton Development Code.

SECTION 5. Unlawful use. It shall be unlawful for any person, firm, entity, or corporation to make use of the above-referenced Property in some manner other than as authorized by the Denton's Codes of Ordinances and this Ordinance.

SECTION 6. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid by any court, such invalidity shall affect the validity of the provisions or applications, and to this end the provisions of this ordinance are severable.

SECTION 7. Penalty. Any person, firm, entity or corporation violating any provision of this ordinance shall, upon conviction, be fined a sum not exceeding $2,000.00 for each violation. Each day that a provision of this ordinance is violated shall constitute a separate and distinct offense. The penal provisions imposed under this Ordinance shall not preclude Denton from filing suit to enjoin the violation and it retains all legal rights and remedies available to it under local, state and federal law.

SECTION 8. 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:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Hilary McMahon _____

EXHIBIT A

Legal Description

BEING A TRACT OF LAND LOCATED IN THE OEL S. BREWSTER SURVEY, ABSTRACT NUMBER 56, DENTON COUNTY, TEXAS, BEING A PORTION OF LOT 1R1, BLOCK A, LATTIMORE INDUSTRIAL PARK, AN ADDITION TO THE CITY OF DENTON, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN DOCUMENT No. 2020-350, PLAT RECORDS, DENTON COUNTY, TEXAS (P.R.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND BEING AN ELL CORNER IN THE SOUTH LINE OF SAID LOT 1R1, AND THE NORTHWEST CORNER OF SAID LOT 2R1, BLOCK A, OF SAID LATTIMORE INDUSTRIAL PARK;

THENCE S 00°31'39" W, ALONG THE WEST LINE OF SAID LOT 2R1 AND AN EAST LINE OF SAID LOT 1R1, A DISTANCE OF 445.41 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "WIER & ASSOC INC" IN THE NORTH LINE OF LOT 1, BLOCK A, JARRELL ADDITION, AN ADDITION TO THE CITY OF DENTON, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN DOCUMENT No. 2011-203, P.R.D.C.T., SAID IRON ROD BEING THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID LOT 1R1 AND THE SOUTHWEST CORNER OF SAID LOT 1R2;

THENCE S 88°44'13" W, ALONG A SOUTH LINE OF SAID LOT 1R1 AND THE NORTH LINE OF SAID LOT 1, BLOCK A, JARRELL ADDITION, AT A DISTANCE OF 57.44 FEET, PASSING THE NORTHWEST CORNER OF SAID LOT 1, BLOCK A, JARRELL ADDITION AND THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO TEXAS INDUSTRIES, INC., RECORDED IN DOCUMENT NO. 1994-68137, O.R.D.C.T., CONTINUING ALONG THE NORTH LINE OF SAID TEXAS INDUSTRIES TRACT, IN ALL A TOTAL DISTANCE OF 446.31 FEET TO 1/2" IRON ROD FOUND WITH A CAP STAMPED "WIER & ASSOC INC", FROM WHICH A 5/8" IRON ROD FOUND WITH A CAP STAMPED "RPLS 1640" BEARS N 29°03' E, 1.6 FEET, SAID IRON ROD SET BEING THE SOUTHWEST CORNER OF SAID LOT 1R1, THE SOUTHEAST CORNER OF LOT 2, BLOCK A, RYAN COMPANIES ADDITION, AN ADDITION TO THE CITY OF DENTON, DENTON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN DOCUMENT NUMBER 2010-96, OFFICIAL RECORDS, DENTON COUNTY, TEXAS (O.R.D.C.T.), AND BEING IN THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO TEXAS INDUSTRIES, INC., RECORDED IN DOCUMENT NUMBER 1994-68137, O.R.D.C.T.;

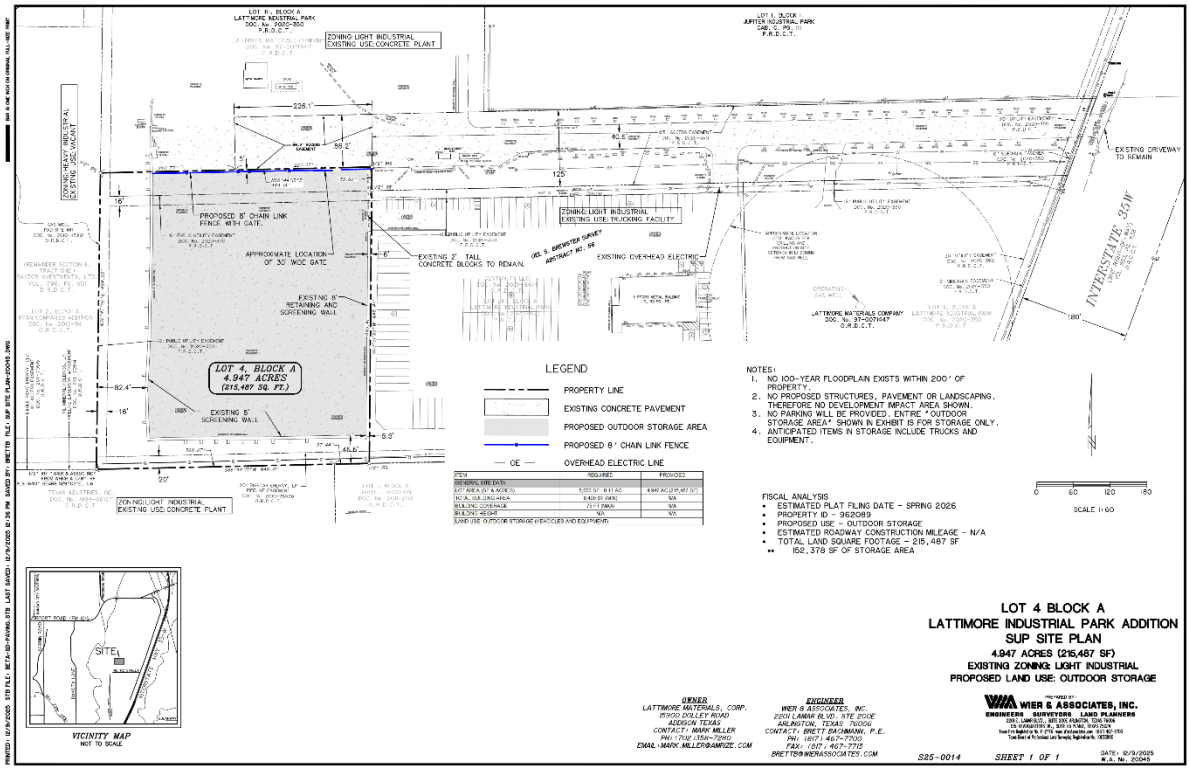
THENCE N 00°47'02" E, ALONG THE WEST LINE OF SAID LOT 1R1 AND THE EAST LINE OF SAID LOT 2, A DISTANCE OF 484.30 FEET TO A POINT;

THENCE N 88°44'13" E, DEPARTING THE WEST LINE OF SAID LOT 1R1 AND THE EAST LINE OF SAID LOT 2, A DISTANCE OF 444.14 FEET TO A POINT;

THENCE S 00°3139 W, A DISTANE OF 38.82 FEET TO THE PLACE OF BEGINNING AND CONTAINING 4.947 ACRES (215,487 SQUARE FEET) OF LAND, MORE OR LESS.

EXHIBIT B

Site Plan



S25-0014a
Lattimore Industrial Park

Bryce Van Arsdale

Assistant Planner

March 3, 2026



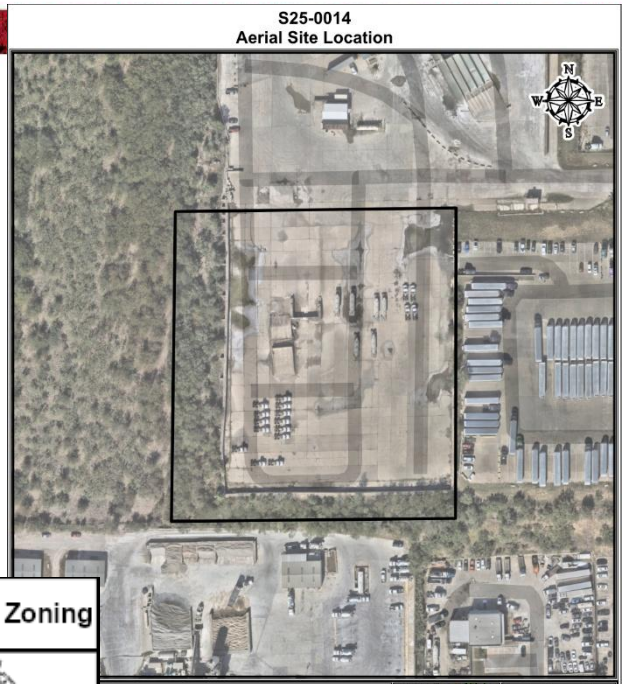
Request

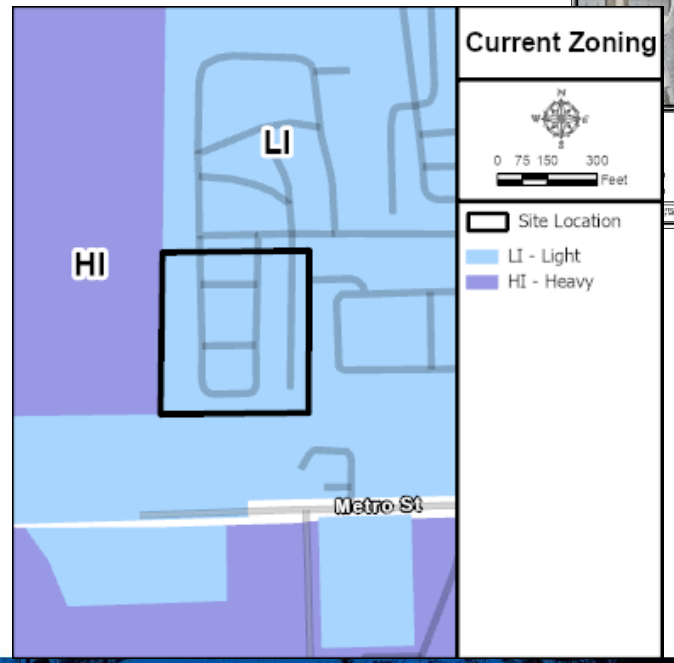
Request: Specific Use Permit for Outdoor Storage on 4.95 acres of land

Location: 1150 feet west of Interstate 35 West, 287 feet north of Metro Street

Purpose: Separate accessory Outdoor Storage use from existing Concrete Batch Plant primary use

Surrounding area: Predominantly zoned LI and is developed with a variety of industrial uses





Criteria for Approval – Development Code

General Approval Criteria for All Applications (Sec. 2.4.5E)

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

Specific Use Permit Criteria for Approval (Sec 2.5.2D)

1. The specific use proposed is compatible with the surrounding area;
2. The specific use proposed has no negative impacts on future development of the area; and
3. Any impacts associated with access, traffic, emergency services, utilities, parking, refuse areas, noise, glare, and odor have been adequately mitigated.

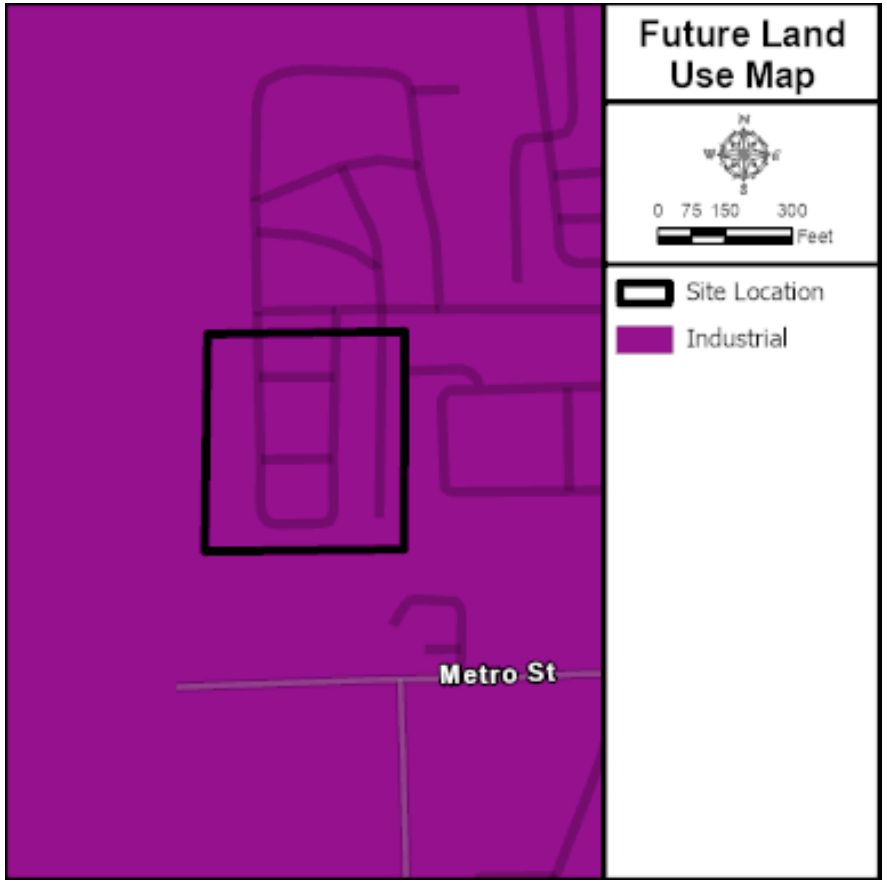
Summary:

- ✓ Proposal is consistent with the goals and policies of the Denton 2040 Comprehensive Plan and the Future Land Use Map.
- ✓ Proposal is consistent with Use Specific Standards for Outdoor Storage
- ✓ Approval of the Specific Use Permit is not expected to generate significant adverse environmental, infrastructure, or fiscal impacts.
- ✓ Utilities and infrastructure are available to serve the subject property.

Denton 2040 Comprehensive Plan

FLUM: Industrial Commerce

- Applies to **areas where the predominant uses include both light and heavy industrial uses**, such as moderate to heavy manufacturing, assembly, fabrication, and wholesaling.
- Located primarily **west of I-35W near the Denton Municipal Airport**.
- It is important in future development that **transitions to adjacent sensitive land uses are considered**.



Proposed Use:

- Situated west of I-35W and north of Metro Street.
- Compatible with surrounding area.
- Minimal visual and auditory impacts given location.
- Adequately spaced and buffered from sensitive land uses.

✓ **Proposed use conforms** to FLUM goals and purpose

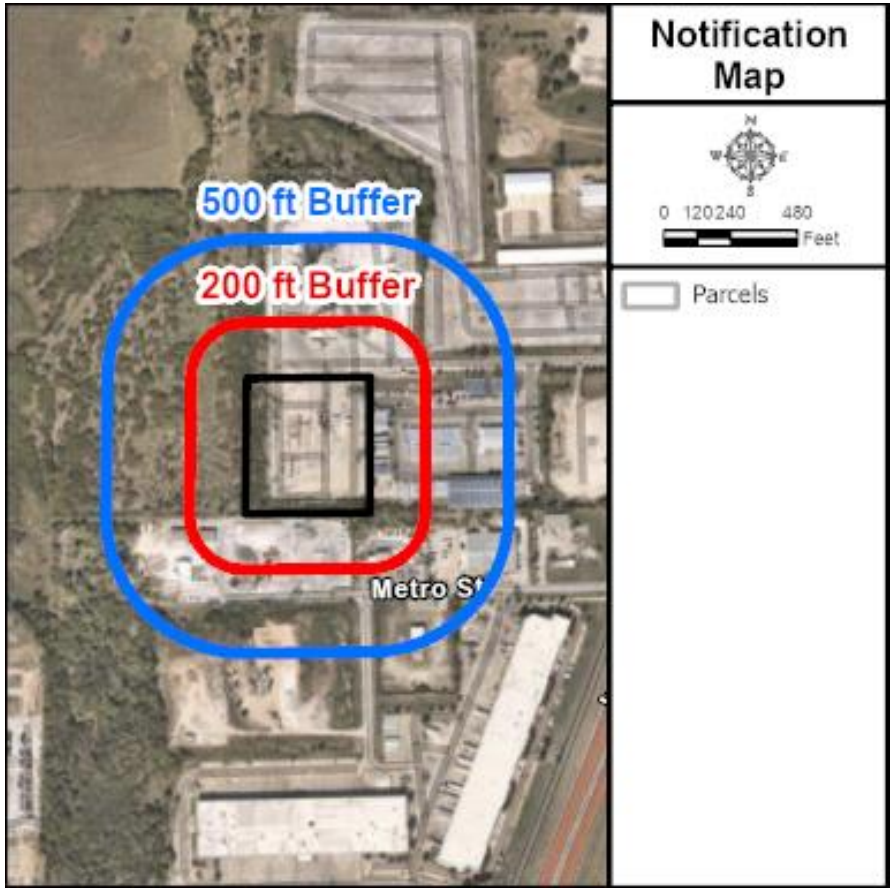
Notification

Newspaper posted: January 25, 2026 and February 15, 2026
City website posted: January 20, 2026 and February 13, 2026
Property posted: January 20, 2026
Mailed notices:

- 200 ft. Public Hearing Notices mailed: 9
- 500 ft. Courtesy Notices mailed: 15

Responses:

- In Opposition: 0
- In Favor: 0
- Neutral: 0



Recommendation

Staff recommends **approval** of the SUP with the following conditions:

1. Development of the site shall substantially comply with the attached Site Plan. Administrative approval of changes that do not increase the size and number of the Outdoor Storage buildings and equipment, change the number of parking spaces, or decrease the buffer and screening requirements may be administratively approved, if such changes are permissible per the Denton Development Code. All other changes shall require a Specific Use Permit amendment in accordance with the Denton Development Code.

2. Notwithstanding the limited administrative approvals authorized in condition 1, the City reserves the right to require approval by ordinance of any amendments or alterations to the SUP, the attached site plan, and the attached landscape plan. The attached site plan and landscape plan are incorporated as requirements of the SUP.

3. The zoning map shall reflect the Specific Use Permit on the property consistent with the DDC.

The Planning and Zoning Commission **recommend approval with conditions (7-0).**

QUESTIONS?

Bryce Van Arsdale
Assistant 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

DCM: Cassey Ogden

DATE: March 3, 2026

SUBJECT

Consider approval of a resolution of the City of Denton approving an application for a partial tax exemption of designated historic sites, in accordance with Chapter 10, Article VI, Sections 10-126 through 10-129 of the Denton Municipal Code of Ordinances, for a Local Historic Landmark located at 3316 Roselawn Drive, located on the northeast corner of the intersection of Roselawn Drive and Roselawn Circle; providing for severability; and providing an effective date. The Historic Landmark Commission recommends a favorable determination (7-0). (HL25-0004a, 3316 Roselawn Drive - Tax Exemption, Cameron Robertson) https://dentontx.new.swagit.com/videos/374489

BACKGROUND

The property is a local historic landmark located on the northeast corner of Roselawn Drive and Roselawn Circle. The applicant, Lee Anne Todd, has completed improvements to the residential property through the update to the property's aerobic system. The work completed by North Texas Water Works Septic Company is shown below.

Services	Payment
Install Aqua Air 4050 Concrete Aerobic System Pump old tanks and fill with dirt 1" Sprinkler Line, Tablets, K-Rain Rotary Spearheads with Concrete Guards and all materials 2 Year Service Contract and Warranty on materials	$12,000.00
Install 68 feet of 4" sched. 40 pipe with extra clean out and 68 feet of ¾ electric and wire	$1,200.00
TOTAL	**$13,200.00**

The applicant submitted invoices and a breakdown of pricing for the subject work, which is included in their application. Refer to Exhibit 4 - Application for Historic Landmark Tax Exemption.

Based on documentation, the improvements were completed in the Spring of 2024. The total expenses for the work were $13,200.00. The applicant provided staff supporting documentation confirming proof of payment for the completed improvement work. The improvements made to the property meet the qualifying

improvements and/or restoration projects for the City's tax exemption, as they pertain to the general maintenance and/or restoration of the historic property.

CONSIDERATIONS:

1. Per the City's Code of Ordinances, Sec. 10-128 (c), Any property which is designated a historic site after the first day of January 2009 may be exempt from real property ad valorem taxes levied by the City of Denton to the extent of fifty (50) percent of the assessed value of the designated historic site if the property owner demonstrates to City qualifying expenses of ten thousand dollars ($10,000.00) or more for permanent improvements and/or for restoration of said property. The qualifying expenses are limited to two (2) years prior to designation as a historic site. The Historic Landmark Commission must determine whether the qualifying expenses result in a permanent improvement and/or restoration of said property as a condition of receiving the exemption. The exemption provided for herein shall apply for a maximum of ten (10) successive years, beginning with the first year the property is entitled to the exemption during the specified years and continuing and including each and every year of the nine (9) successive years thereafter during which the property is a designated historic site on the first day of January of those nine (9) successive years.

2. The subject property is designated as a Local Historic Landmark, established by Ordinance No. HLN25-0002b on December 16, 2025.

3. The applicant has spent a total of $13,200 on improvements to the residential property through the update to the property's aerobic system, which meets the qualifying improvements and/or restoration projects of the City's tax exemption. The improvements were completed in the Spring of 2024, within the allotted two (2) year time period prior to designation as a historic site.

4. At their February 9, 2026, meeting, the Historic Landmark Commission recommended a favorable determination that the expenses presented resulted in a permanent improvement and/or restoration of the landmarked property. Therefore, staff is forwarding the draft Resolution (Exhibit 6) to the City Council to consider approving the subject property as a designated Local Historic Landmark in need of tax relief.

5. If the City Council approves the Resolution, the applicant will then need to apply for the partial tax exemption with the chief appraiser of the Denton Central Appraisal District.

PREVIOUS ACTION/REVIEW (Council, Boards, Commissions)

Date	Council, Board, Commission	Request	Action
December 16, 2025	City Council	Historic Landmark Designation (Ordinance No. HLN25-0002b)	Approved
February 9, 2026	Historic Landmark Commission	Historic Tax Exemption (3316 Roselawn Drive)	Favorable Determination (7-0)

NEIGHBORHOOD MEETING

Public engagement is not required for this application type.

OPTIONS

1. Approve as submitted
2. Deny
3. Postpone consideration

RECOMMENDATION

Staff recommends **approval** of the application for a partial tax exemption of the designated historic site located at 3316 Roselawn Drive, in accordance with Chapter 10, Article VI, Sections 10-126 through 10-129 of the Denton Municipal Code of Ordinances as a designated as a Local Historic Landmark in need of tax relief. The applicant meets the minimum ten thousand dollars ($10,000.00) or more requirement stated in the City's Code of Ordinances, Sec. 10-128 (d).

The Historic Landmark Commission recommended a favorable determination (7-0).

EXHIBITS:

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Site Location Map
Exhibit 3 - Chapter 10, Article VI, Sections 10-126 through 10-129
Exhibit 4 - Application for Historic Landmark Tax Exemption
Exhibit 5 - February 9, 2026 – Draft HLC Meeting Minutes
Exhibit 6 - Draft Resolution
Exhibit 7 - Presentation

Respectfully submitted:
Hayley Zagurski, AICP
Planning Director

Prepared By:
Cameron Robertson, AICP
Historic Preservation Officer


Roselawn Circle
Roselawn Drive

ARTICLE VI. - TAX EXEMPTION FOR DESIGNATED HISTORIC SITES[7]

Footnotes:

--- (**7**) ---

Cross reference— Historic land preservation and historic districts, § 35-211 et seq.

Sec. 10-126. - Purpose.

This article is enacted for the purpose of encouraging the preservation of individually designated historic sites by providing for a reduction of the city's property tax to qualifying properties.

(Ord. No. 87-189, § I(22-50), 10-20-87)

Sec. 10-127. - Definition.

As used in this article, "designated historic site" means any structure or archeological site and the land necessary for access to and use of the structure or archeological site, if the structure or archeological site is designated as a historically or archeologically significant site in need of tax relief to encourage its preservation pursuant to an ordinance or other law adopted by the governing body of the unit.

(Ord. No. 87-189, § I(22-51), 10-20-87; Ord. No. 2009-290, § 1, 11-17-09)

Cross reference— Definitions and rules of construction generally, § 1-2.

Sec. 10-128. - Partial tax exemption of designated historic sites.

(a) Any property which was a designated historic site on the first day of January for any year beginning with 1989 and extending to and including 2008, shall be exempt from real property ad valorem taxes levied by the City of Denton to the extent of fifty (50) percent of the assessed value of the designated historic site. The exemption provided for herein shall apply for a maximum of fifteen (15) successive years, beginning with the first year the property is entitled to the exemption during the specified years and continuing and including each and every year of the fourteen (14) successive years thereafter during which the property is a designated historic site on the first day of January of those fourteen (14) years.

(b) Any property which was a designated historic site on the first day of January 2009 shall be exempt from real property ad valorem taxes levied by the City of Denton for tax year 2009 to the extent of fifty (50) percent of the assessed value of the designated historic site.

(c) Any property which is designated a historic site after the first day of January 2009 may be exempt from real property ad valorem taxes levied by the City of Denton to the extent of fifty (50) percent of the assessed value of the designated historic site if the property owner demonstrates to city qualifying expenses of ten thousand dollars ($10,000.00) or more for permanent improvements and/or for restoration of said property. The qualifying expenses are limited to two (2) years prior to designation as a historic site. The historical landmark commission must determine whether the qualifying expenses result in a permanent improvement and/or restoration of said property as a condition of receiving the exemption. The exemption provided for herein shall apply for a maximum of ten (10) successive years, beginning with the first year the property is entitled to the exemption during the specified years and continuing and including each and every year of the nine (9)

successive years thereafter during which the property is a designated historic site on the first day of January of those nine (9) successive years.

(d) Additional ten (10) year exemptions thereafter will require the property owner to demonstrate to city qualifying expenses of ten thousand dollars ($10,000.00) or more, beyond those demonstrated for the initial or subsequent exemption, for permanent improvements and/or for restoration of said property. The historical landmark commission must determine whether the qualifying expenses result in a permanent improvement and/or restoration of said property as a condition of receiving the exemption.

(e) Upon designation as a historic site eligible for a tax exemption or reauthorization of a tax exemption, the director of planning and development shall provide the property owner a certified ordinance or other document that authorizes the tax exemption. To receive the exemption provided herein, a person claiming the exemption must apply for the exemption with the chief appraiser of the Denton Central Appraisal District as provided by state law. Immediately after issuance of a certificate of demolition or removal, the director of planning and development shall notify the chief appraiser of the Denton Central Appraisal District.

(Ord. No. 87-189, § I(22-52), 10-20-87; Ord. No. 98-110, § I, 4-21-98; Ord. No. 2009-290, § 1, 11-17-09)

Sec. 10-129. - Recapture of taxes.

(a) If any designated historic site is, within twenty-five (25) years from any year in which the property received a tax exemption under this article:

(1) Removed as a designated historic site by ordinance, upon the request of the owner; or

(2) Removed as a designated historic site by ordinance after it has been determined to have been totally or partially destroyed or altered by the willful or negligent act of the owner or the owner's agent, in violation of article V of chapter 35 of this Code;

an additional tax is imposed, on the effective date of the ordinance providing for its removal as a designated historic site, equal to the difference between the city taxes imposed for each year an exemption was made under this article, and the taxes that would have been imposed had the exemption not been made, plus interest on the additional amount at an annual rate of seven (7) percent, calculated from the dates on which the additional taxes would have become due if not exempted.

(b) If, in providing for the removal of a property as a designated historic site because of its being partially or totally destroyed or altered, as provided in subsection (a)(2) of this section, the city council, after receiving the determination of the historic landmark commission and planning and zoning commission, determines, after public hearing for which the owner shall be given notice, that the property was totally or partially destroyed or altered by the willful or negligent act of the owner or his representative, in violation of article V of chapter 35, the additional tax provided for in this section shall be imposed.

(c) A tax lien attaches to the property on the date it is removed as a designated historic site to secure payment of the additional tax and interest imposed by this section. The lien exists in favor of the city for which the additional tax is imposed.

(d) The city tax assessor and collector shall notify the chief appraiser of the additional tax imposed and shall prepare and deliver a statement to the owner for the additional taxes plus interest as soon as practicable after removal of the property as a designated historic site. The taxes and interest are due and become delinquent and incur penalties and interest as provided by law for ad valorem taxes imposed by the city if not paid before February 1 of the year following the year in which the additional tax is imposed.

(Ord. No. 87-189, § I(22-53), 10-20-87)

DEPARTMENT OF DEVELOPMENT SERVICES

Development Services Center – 401 N. Elm Street – Denton, Texas 76201 *voice:* (940) 349-8541
www.cityofdenton.com

City of Denton Historic Landmark Commission
Tax Exemption Application for Designated Historic Sites

Name of Owner Lee Anne Todd

Property Address 3316 Roselawn Dr.

Telephone/Email 940-367-1994 leeannetodd@yahoo.com

Start/Completion Dates 7/10/2024 – 8/10/24

Brief Description of Completed Improvements and/or Restoration Work:

Aqua Air 4050 aerobic system

Please also attach the following with your application:

1. Invoice and proof of payment for completed improvements and/or restoration work. (Please note all receipts for work completed must total a minimum of $10,000 in order to be considered for the Designated Historic Sites Tax Exemption.);
2. Provide a legal description of the property proposed for certification; and
3. If applicable, a Copy of a COA Approval Letter and/or an Issued Building Permit. All exterior renovations/repairs must have an approved Certificate of Appropriateness to qualify for the tax exemption.

By signing this application, I certify that the above information is correct and complete to the best of my knowledge and grant staff access to the indicated property to perform work related to this request. I agree to provide any additional information necessary for this application as requested by the Development Services Department or Historic Landmark Commission.

SIGNATURE: Lee Anne Todd

Print or Type Name: Lee Anne Todd

Known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration expressed and in the capacity therein stated. Given under my hand and seal of office on this 22 day of December 2025.

(SEAL)

NICHOLE ELLEN ELKINS
Notary ID #130443153
My Commission Expires
November 17, 2027

Nichole Ellen Elkins
Notary Public Signature

DEPARTMENT OF DEVELOPMENT SERVICES
Development Services Center – 401 N. Elm Street – Denton, Texas 76201 *voice:* (940) 349-8541
www.cityofdenton.com

City of Denton Historic Landmark Commission
Tax Exemption Application for Designated Historic Sites

HISTORIC TAX EXEMPTION QUALIFYING IMPROVEMENTS AND/OR RESTORATION

Permanent renovation and repair of said property, shall include but not limited to the following items:

Exterior

- Protective treatment (paint, protective coverings or treatment, siding, and metal cladding)
- Structural members
- Foundations
- Exterior walls
- Roofs and drainage (roof drains, gutters, and downspouts)
- Decorative features (cornice, corbels, trim, and decorative features)
- Overhang extensions (canopies, and metal awnings)
- Stairways, decks, porches, or balconies
- Chimneys
- Handrails and guards
- Window, skylight, doors, and door frames

Interior

- Structural members
- Interior surfaces (paint and plaster)
- Stairs and walking surfaces
- Handrails and guards
- Interior doors

General

- Plumbing (re-piping, water heater, and sanitary sewer)
- Mechanical (furnace, heaters, and ventilation)
- Electrical (service and re-wiring)
- Fire safety (smoke detectors, carbon monoxide detectors)

ALL EXTERIOR RENOVATIONS/REPAIRS MUST HAVE AN APPROVED CERTIFICATE OF APPROPRIATENESS TO QUALIFY FOR THE TAX EXEMPTION.

Quote accepted

13,200.00 USD Options

Ask a question

QUOTE

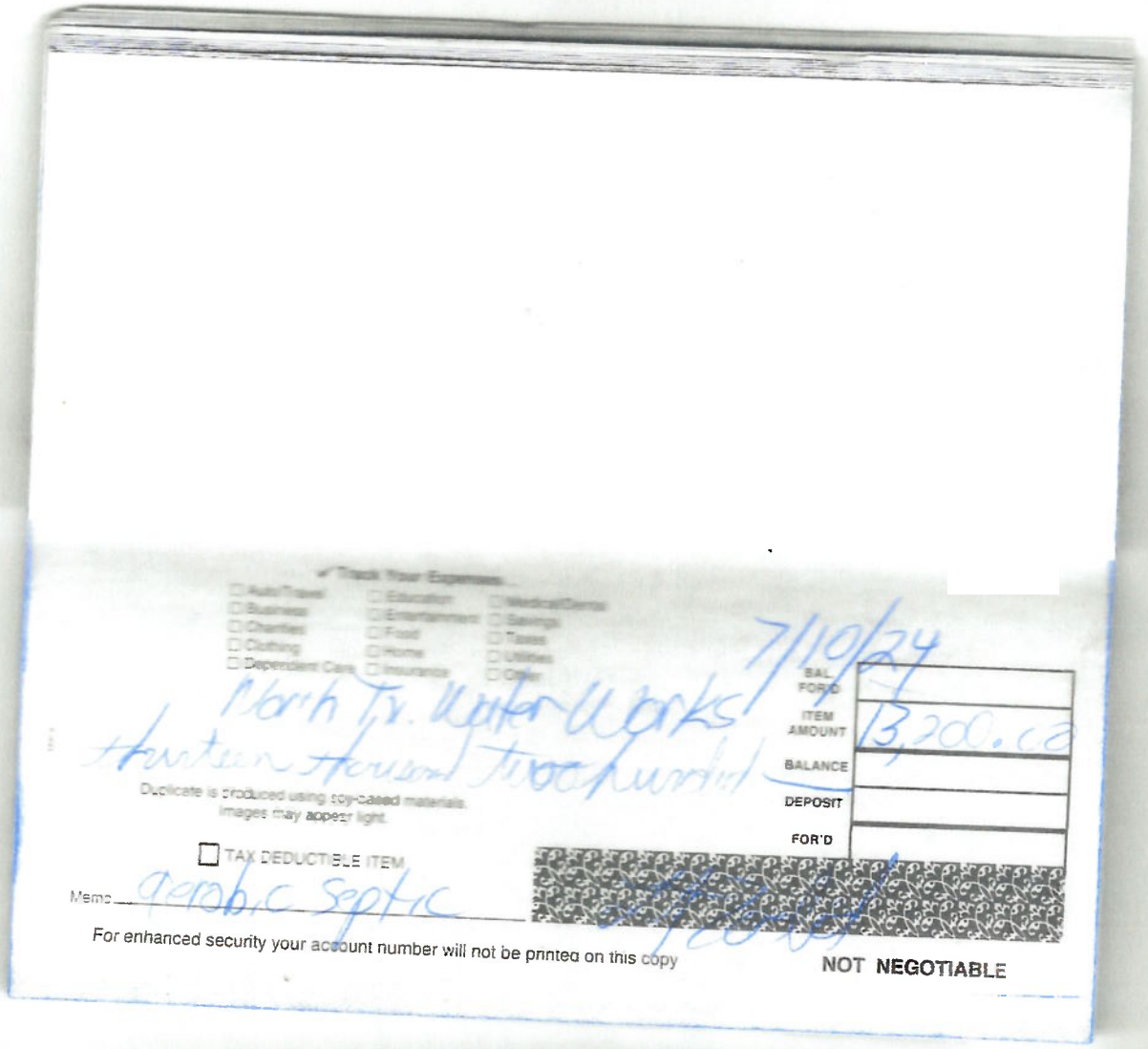
NORTH TEXAS WATER WORKS SEPTIC COMPANY EST 1994

To	Leane Todd
Quote number	QU-022724
Issue date	Mar 26, 2024
Expiry date	**Aug 28, 2024**, expires in 155 days
From	Kyle Allison PO Box 808 Decatur TX 76234 USA

Description	**Amount**
Install Aqua Air 4050 concrete aerobic system 3316 Roselawn Dr., pump old tanks and fill with dirt ,1" sprinkler line, tablet cl2, K-rain rotary spearheads with concrete guards and all materials and 2 yr service contract with 2 yr warranty on all materials.	**12,000.00**
Install 68 ft of 4" sched. 40 pipe with extra clean out and 68' of 3/4 electric and wire	**1,200.00**
Subtotal	13,200.00
Total Tax	0.00
Total	USD **13,200.00**

pd. 7/10/24 in Full

Terms



Track Your Expenses

- ☐ Auto/Travel
- ☐ Business
- ☐ Charities
- ☐ Clothing
- ☐ Dependent Care
- ☐ Education
- ☐ Entertainment
- ☐ Food
- ☐ Home
- ☐ Insurance
- ☐ Medical/Dental
- ☐ Savings
- ☐ Taxes
- ☐ Utilities
- ☐ Other

7/10/24

North Tr. Water Works

Fourteen Hundred Two Hundred

BAL FOR'D

ITEM AMOUNT 13,200.00

BALANCE

DEPOSIT

FOR'D

Duplicate is produced using soy-based materials. Images may appear light.

☐ TAX DEDUCTIBLE ITEM

Memo Septic

For enhanced security your account number will not be printed on this copy

NOT NEGOTIABLE

DocuSign Envelope ID: 531539C4-8F2D-4E5D-9B25-D88128E36CFE

CITY OF DENTON

Environmental Services & Sustainability
1100 S. Mayhill Rd., Denton, TX 76208 • (940) 349-8619

February 16, 2024

Lee Anne Todd
3316 Roselawn Dr.
Denton, TX 76205

AUTHORIZATION TO CONSTRUCT AN ONSITE SEWAGE FACILITY

Permit No. 563-C

This document certifies that Lee Anne Todd has been authorized by the Director of Water Utilities to construct a new aerobic treatment system serving a single-family residence located at 3316 Roselawn Dr. The on-site sewage facility is located on the following legal description: ASA Hickman Survey; Tract: 1; Acres 3.67, City of Denton, Denton County, Texas. More specifically, the current Property Tax ID number is 34660. Use of this method of treatment and associated equipment components must conform to the standards and conditions stipulated in the City of Denton Code of Ordinances and any special conditions noted below.

SPECIAL CONDITIONS:

I. Permit and System Design

Construction of the on-site sewage facility shall be in accordance with an on-site sewage facility plan prepared by Larry Howard, R.S., and on-site sewage facility construction standards promulgated by the Texas Commission on Environmental Quality. Any changes made to the approved on-site sewage facility construction plan shall require a new on-site sewage facility plan to be submitted for review. The designed wastewater loading capacity of the on-site sewage facility approved in this permit is limited to 300 gallons per day.

II. Authorization to Construct

The authorization to construct an on-site sewage facility is valid for one calendar year from the date of permit approval. If the authorization to construct expires the owner will be required to submit a new application, pay another application fee, and submit another on-site sewage facility plan. The new plan shall be submitted to the City of Denton Department of Environmental Services and Sustainability. A City of Denton On-Site Sewage Facility Permit and an approved construction plan must be secured prior to construction. The on-site sewage facility installer shall notify the Department of Environmental Services and Sustainability at (940) 349-8621 or (940) 349-8619 at least 24 hours but up to 5 working days in advance for inspection. The property

DocuSign Envelope ID: 531539C4-8F2D-4E5D-9B25-D88128E36CFE

owner(s) shall not use or operate the on-site sewage facility until the on-site sewage facility has been inspected and approved by the City of Denton. Approval of the on-site sewage facility construction shall be in writing on inspection forms provided by the City of Denton. The City of Denton shall issue a permit to the property owner authorizing the operation of the on-site sewage facility within seven calendar days from the date of construction approval. Whenever the boundary said property is within 600 feet from the City of Denton wastewater collection system, the property owner shall cease to use the On-Site Sewage Facility and connect the single-family residence to the City of Denton wastewater collection system within 30 days after written notice from the Director of Water Utilities.

APPROVAL OF THIS PERMIT IS AN ADMINISTRATIVE ACT OF THE CITY OF DENTON AND THIS APPROVAL DOES NOT GUARANTEE THE PROPER FUNCTION OF THE ON-SITE SEWAGE FACILITY.

Approved this the _____ day of 2/16/2024, 2024

DocuSigned by:
Stephen D. Gay
9EBFF5058E56492...

Stephen D. Gay
Director
Water Utilities
City of Denton, Texas

MINUTES
HISTORIC LANDMARK COMMISSSION
February 9, 2026

After determining that a quorum was present, the Historic Landmark Commission of the City of Denton, Texas convened in a Regular Meeting on Monday, February 9, 2026, at 5:30 p.m. at the Development Service Center, 401 N. Elm Street, Denton, Texas, at which the following items will be considered:

PRESENT: Chair Angie Stripling, Vice-Chair Shaun Treat, and Commissioners: Heather Gregory, Patricia Sherman, Linnie McAdams, Jonathan Black, and John Hoenig

REGULAR MEETING

1. **PLEDGE OF ALLEGIANCE**
   - **A.** U.S. Flag
   - **B.** Texas Flag

2. **PRESENTATIONS FROM MEMBERS OF THE PUBLIC**

   Citizens may complete one Request to Speak "Public Comment" card per night for the "Presentations from Members of the Public" portion of the meeting and submit it to City Staff. Presentations from Members of the Public time is reserved for citizen comments regarding items not listed on the agenda. No official action can be taken on these items. Presentations from Members of the Public is limited to five speakers per meeting with each speaker allowed a maximum of three (3) minutes.

   None

3. **ITEMS FOR INDIVIDUAL CONSIDERATION**

   A. HLC26-007: Consider approval of the January 12, 2026, minutes.

   Commissioner McAdams moved to approve the minutes as presented. Motion seconded by Vice-Chair Treat. Motion carried.

   AYES (7): Chair Angie Stripling, Vice-Chair Shaun Treat, and Commissioners: Heather Gregory, John Hoenig, Jonathan Black, Patricia Sherman, and Linnie McAdams
   NAYS ():

   B. HLC26-008 Elect a Chair and Vice-Chair to the Historic Landmark Commission

   The Commission provided nominations. Discussion followed.

   Commissioner McAdams moved to nominate Commissioner Stripling as Chair. Motion seconded by Commissioner Treat. Motion carried.

DRAFT

AYES (7): Chair Angie Stripling, Vice-Chair Shaun Treat, and Commissioners: Heather Gregory, John Hoenig, Jonathan Black, Patricia Sherman, and Linnie McAdams
NAYS ():

Commissioner Black moved to nominate Commissioner Treat as Vice-Chair. Motion seconded by Commissioner Sherman. Motion carried.

AYES (7): Chair Angie Stripling, Vice-Chair Shaun Treat, and Commissioners: Heather Gregory, John Hoenig, Jonathan Black, Patricia Sherman, and Linnie McAdams
NAYS ():

C. HL25-0004 Hold a public meeting and determine whether the presented expenses resulted in a permanent improvement and/or restoration of a local historic landmark property located at 3316 Roselawn Drive. The site is located on the northeast corner of Roselawn Drive and Roselawn Circle. (HL25-0004, 3316 Roselawn Drive Historic Tax Exemption, Cameron Robertson)

Commissioner Hoenig moved to approve the staff recommendation. Motion seconded by Commissioner McAdams. Motion carried.

AYES (7): Chair Angie Stripling, Vice-Chair Shaun Treat, and Commissioners: Heather Gregory, John Hoenig, Jonathan Black, Patricia Sherman, and Linnie McAdams
NAYS ():

4. WORK SESSION

A. HLC25-004 Receive a report and hold a discussion regarding Denton Revealed: Preservation Month 2026 and the Historic Landmark Commissions participation in the month-long event.

Cameron Robertson, Historic Preservation Officer, presented the item. Discussion followed.

B. HLC25-006 Receive a report and hold a discussion regarding the historical merit of preserving the former entry wall of the former Park Place station.

Commissioner Black presented the item. Discussion followed.

C. HLC26-005 Hold a discussion regarding the next steps of the Designation Research Subcommittee and the Community Outreach Subcommittee, to assist in the establishment of a potential new local historic district generally located along the N Elm Street and N Locust Street corridors between W McKinney Street and W University Drive (U.S. 380).

Cameron Robertson, Historic Preservation Officer, presented the item. Discussion followed.

DRAFT

Following discussion, the commission decided that Vice-Chair Treat and Commissioner Gregory would be the Community Outreach Subcommittee, and Commissioner Hoenig and Commissioner Black would be the Designation Research Subcommittee.

D. HLC26-001: Receive a report, hold a discussion, and give staff direction on the Historic Landmark Commission's request for local historic designation of eligible historic properties.

Cameron Robertson, Historic Preservation Officer, presented the item.

E. HLC26-002: Hold a discussion regarding the Historic Landmark Commission Project Matrix.

Cameron Robertson, Historic Preservation Officer, presented the item.

The following items were added to the Matrix:

- Park Place station fragment, looking into additional issues, such as TxDOT permits, pricing, utilities, location for the fragment to be placed and networking with the Public Art Committee.
- Action item for what the Historic Landmark Commission will be hosting for Denton Revealed.

5. CONCLUDING ITEMS

Commissioner requested an update on the Denton Woman's Club building. Discussion followed.

Cameron Robertson, Historic Preservation Officer, provided an update on other projects.

With no further business, the meeting was adjourned at 7:01 pm.

X _____
Angie Stripling
Historic Landmark Commission Chair

X _____
Cathy Welborn
Administrative Assistant

Minutes Approved On: _____

DRAFT

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF DENTON APPROVING AN APPLICATION FOR A PARTIAL TAX EXEMPTION OF DESIGNATED HISTORIC SITES, IN ACCORDANCE WITH CHAPTER 10, ARTICLE VI, SECTIONS 10-126 THROUGH 10-129 OF THE DENTON MUNICIPAL CODE OF ORDINANCES, FOR A LOCAL HISTORIC LANDMARK LOCATED AT 3316 ROSELAWN DRIVE, LOCATED ON THE NORTHEAST CORNER OF ROSELAWN DRIVE AND ROSELAWN CIRCLE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (HL25-0004A)

WHEREAS, Article 8, Section 1-f of the Texas Constitution and Section 11.24 of the Texas Tax Code enables the City of Denton to exempt from taxation part or all of the assessed value of certain historically significant sites in need of tax relief to encourage their preservation; and

WHEREAS, pursuant to §10-128(c) of the Denton Code of Ordinances, the owner of the real property located at 3316 Roselawn Drive, legally described as set forth in **Exhibit A**, attached, and designated for purposes of *ad valorem* tax appraisal and assessment as DCAD property ID 34660 (hereinafter, the "Property"), has made and filed with the City Historic Preservation Officer a sworn, complete, and sufficient application for tax abatement of the Property, thereby satisfying all threshold substantive and procedural requirements of §10-128 of the Denton Code of Ordinances; and

WHEREAS, on December 16, 2025, by Ordinance No. HLN25-0002b, the City Council of the City of Denton designated the Property as a Historic Landmark under the Denton Development Code; and

WHEREAS, On February 9, 2026, the Historic Landmark Commission of the City of Denton received, reviewed, and recommended the Property to the City Council for tax abatement in accordance with Chapter 10, Article VI of the Denton Code of Ordinances of the City of Denton, as a historically significant site in need of preservation; and

WHEREAS, pursuant to §10-126 of the Denton Code of Ordinances, all other prerequisites have been satisfied for the City Council's certification of eligibility for such a tax abatement on the Property, as a historically significant site in need of preservation; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The foregoing recitals are incorporated into this Resolution by reference as findings of fact, as if expressly set forth herein. The City Council further finds from the matters presented before it that the Property, specifically including the structure located at 3316 Roselawn Drive, satisfies the tax abatement criterion set forth in Section 10-128(c) of the Denton Code of Ordinances, as a historically significant site in need of preservation, as well as the criteria set forth in §11.24(2) of the Texas Tax Code, as a historically significant site in need of tax relief to encourage its preservation pursuant to City of Denton Code of Ordinances.

SECTION 2. Notwithstanding these findings, and in compliance with the limitations set forth at §10-128 of the Denton Code of Ordinances and §11.24 of the Texas Tax Code, the determination of that portion of land which is reasonably necessary for access to, and use of, the historic structure declared herein (the "Eligible Land"), is deferred to the discretion of the Chief Appraiser of the Denton County Appraisal District, together with the discretion to determine whether annual applications must be made to the Denton County Appraisal District in order to obtain the abatement herein approved.

SECTION 3. Accordingly, in compliance with Texas Tax Code §11.24(a)(2), this Resolution stands as the official action of the City of Denton to abate and exempt from taxation for a period of ten (10) years following completion of the planned renovation, fifty percent (50%) of the assessed value of the structure located at 3316 Roselawn Drive and Eligible Land. Pursuant to § 10-128(c) of the Denton Code of Ordinances, the Property shall only be eligible for this tax abatement while it maintains its designation as a historic site.

SECTION 4. Notwithstanding any approvals provided herein, the abatement remains subject to all limitations imposed by State and Federal law, specifically including, but not limited to, the Texas Tax Code.

SECTION 5. Should any paragraph, section, sentence, phrase, clause or word of this Resolution be declared unconstitutional or invalid for any reason, the remainder of this Resolution shall not be affected thereby.

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

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

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Hilary McMahon _____

Exhibit A

FIELD NOTES
TRACT I
4.321 ACRES

BEING all that certain lot, tract or parcel of land situated in the Ase Hickman Survey Abstract 521 Denton County, Texas, being all that certain (called) 2.888 Acre Tract of land conveyed by deed from Harold R. Brenholtz, et al to George J. Schneider and wife, Jeanne A. Schneider, recorded in Volume 1157, Page 103, Deed Records, Denton County, Texas, and being all that certain (called) 1.406 acre tract of land conveyed by deed from H.D. Harman and wife, Helen Harman to George J. Schneider and wife, Jeanne A. Schneider, recorded in Volume 886, Page 451, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod found for corner in the north line of Roselawn Drive, a public roadway, said point being the southwest corner of said Schneider 1.406 acre tract and the southeast corner of a strip of land dedicated to Denton County for roadway purposes on June 23, 1950;

THENCE N 01° 55' 40" E, 429.31 feet with the west line of said Schneider tract and the east line of said County Road to an iron rod found for corner, said point being the northwest corner of said Schneider 2.888 acre tract;

THENCE S 89° 59' 08" E, 434.99 feet with the south line of said County Road and with the north line of said Schneider 2.888 acre tract to an iron rod found for corner, said point being the northeast corner of said Schneider 2.888 acre tract;

THENCE S 01° 11' 52" W, 430.97 feet to an iron rod found for corner in said north line of said Roselawn Drive;

THENCE N 88° 45' 00" W, 440.43 feet with said north line of said Roselawn Drive to the **PLACE OF BEGINNING** and containing 4.321 acres of land.

City of Denton Easement

Lee Anne Todd Tract
0.278 Acres

Being all that certain lot, tract or parcel of land situated in the Asa Hickman Survey, Abstract Number 521, City of Denton, Denton County, Texas, being part of that certain called 4.321 acre tract of land described as Tract I in deed to Lee Anne Todd recorded in Document Number 94-1091 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a ½" rebar in concrete found at the southeast corner of said Todd tract, being the southwest corner of that certain called 1.007 acre tract of land described in deed to Tonjia Kim Taylor Roan recorded in Document Number 01-61729 of the Real Property Records of Denton County, Texas, and being in Roselawn Drive;

THENCE S 89°54'17" W, 428.90 feet in Roselawn Drive and along the south line of said Todd tract, to a ½" capped rebar (G & A) set at the westerly southwest corner of that certain tract of land described in deed to the County of Denton recorded in Volume 387, Page 565 of the Deed Records of Denton County, Texas, being the westerly southeast corner of a tract of land described in deed to the County of Denton recorded in Volume 387, Page 560;

THENCE N 00°04'42" W, 25.70 feet, along said line, to a ½" capped rebar (G & A) set;

THENCE N 89°13'45" E, 428.93 feet, to a ½" capped rebar set on the east line of said Todd Tract I, and the west line of said Roan tract;

THENCE S 00°04'42" E, 30.76 feet, along said line, to the **POINT OF BEGINNING** and containing approximately 0.278 acres of land.

HL25-0004A
3316 Roselawn Drive
Historic Tax Exemption

Cameron Robertson

Historic Preservation Officer

March 3, 2026

CITY OF DENTON

Location

- **Address**: 3316 Roselawn Drive
- **Location**: Northeast corner of Roselawn Drive and Roselawn Circle
- **Owners**: Lee Anne Todd
- **Construction Date**:
  - Ca. 1870s – 1960s
  - Phased construction



Historic Designation

Local Historic Landmark



Request

- Application for Historic Landmark Tax Exemption for approval under Section 10-128: Partial Tax Exemption of Designated Historic Sites

- Improvements/Restoration:

Services	Payment
Install Aqua Air 4050 Concrete Aerobic System Pump old tanks and fill with dirt 1" Sprinkler Line, Tablets, K-Rain Rotary Spearheads with Concrete Guards and all materials 2 Year Service Contract and Warranty on materials	$12,000.00
Install 68 feet of 4" sched. 40 pipe with extra clean out and 68 feet of ¾ electric and wire	$1,200.00
TOTAL	**$13,200.00**

- **TOTAL = $13,200.00**

Recommendation

- Historic Landmark Commission made a **favorable determination (7-0)**

- Staff recommends **approval** of the application for a partial tax exemption of the designated historic site located at 3316 Roselawn Drive, in accordance with Chapter 10, Article VI, Sections 10-126 through 10-129 of the Denton Municipal Code of Ordinances as a designated as a Local Historic Landmark in need of tax relief. The applicant meets the minimum ten thousand dollars ($10,000.00) or more requirement stated in the City's Code of Ordinances, Sec. 10-128 (d).

Questions?

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

CM/DCM/ACM: Cassey Ogden

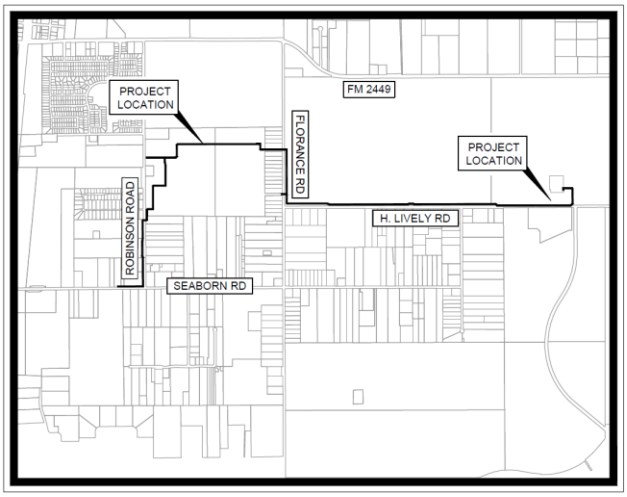
DATE: March 3, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas Home-Rule Municipal Corporation, authorizing the City Manager to execute an Interlocal Agreement with Ponder Farms Municipal Utility District of Denton County for the oversizing costs related to the design and construction of a thirty (30") inch water line for Denton Water Utilities; providing for the expenditure of funds therefore in an amount not-to-exceed $2,261,212; and providing an effective date.

BACKGROUND

This agreement is related to increasing the size of a water line being constructed by the Ponder Farms MUD to support the future wholesale water agreement with the Town of Ponder (the "Town") and supporting future development in the area. The District has designed and will construct and install the water line. The District will fund $6,367,173 of the construction and the City will fund $2,261,212 (26.21%) of the total estimated cost. The initial cost of $2,261,212 for these improvements would paid for from Water Utilities unallocated funding and will be recovered through these agreements with the Town. The facilities must be completed by the District; reviewed and inspected by the City; and approved and accepted by the City prior to payment to the District. The water line will extend west from the intersection of H Lively Rd. and Ed Robson Blvd. and eventually intersect with Robinson Rd. as shown in the graphic below.



The District is required to construct a 20"/24" water line to support the Ponder Farm MUD development and the City is proposing to increase that to a 30" water line. The Interlocal Agreement is being requested to increase the size and capacity of public improvements for a future wholesale connection to the Town and support future development in the area. City staff have been working with the Town on agreement to provide services to the Town and act as a regional provider and supporting their efforts to use surface water. To

support the wholesale water provision with the Town, there will be a number of future infrastructure projects by the City and the Town to support their long range water needs.

The Water Master Plan included a connection to the Town and infrastructure improvements required to provide surface water to the Town, more specifically this is Projects No. 17 and No. 20 from the Water Master Plan. Project No. 17 is listed as the 16" Ponder Water Line and Project No. 20 is shown to be 24" North/South Transmission Main. The Water Master Plan states that within the next 5 years the City plans to provide wholesale water to the Town. The City has committed to being a regional provider of services to nearby communities and has been making decisions consistent with this position in reducing developments, particularly MUDs, and other communities' reliance on groundwater.

OPTIONS

1. Recommend Approval
2. Recommend Approval Subject to Conditions
3. Recommend Denial
4. Postpone Item

RECOMMENDATION:

Staff recommends approval of this request.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

None

FISCAL INFORMATION

The City's contribution will be paid for by Water Utilities unallocated funding and reimbursed through a wholesale water agreement with the Town of Ponder.

EXHIBITS

1. Agenda Information Sheet
2. Ordinance and Agreement
3. Presentation

Respectfully submitted:
Charlie Rosendahl
Interim Director of Development Services

Prepared by:
Christian Garcia
Planning Technician Supervisor

ORDINANCE NO. OPA25-0001

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH PONDER FARMS MUNICIPAL UTILITY DISTRICT OF DENTON COUNTY FOR THE OVERSIZING COSTS RELATED TO THE DESIGN AND CONSTRUCTION OF A THIRTY (30") INCH WATER LINE FOR DENTON WATER UTILITIES; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR IN AN AMOUNT NOT-TO-EXCEED $2,261,212; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, D.R. HORTON - TEXAS, LTD. (the "Developer") is the owner of certain real property located in Denton County, Texas and being described in **Exhibit A** of the Interlocal Agreement (the "**Property**"); and

WHEREAS, the City, TCCI Ponder Farms 2021 LLC, and Ponder Farms Municipal Utility District of Denton County (the "District) executed a Utility Service Agreement with an effective date of November 19, 2024 (the "**Utility Service Agreement**"); and

WHEREAS the Utility Service Agreement provides for the oversizing of water facilities pursuant to the terms and conditions of an oversize participation agreement; and

WHEREAS, District and the Developer are in the process of developing and improving the Property and must design, construct, and install a water main consisting of approximately 1,354 linear feet of twenty inch ("20") water line on Florence Road and 7,826 linear feet of twenty-four inch ("24") water line on H. Lively Road and all necessary appurtenances thereto to serve the Property (the "**Required Facilities**"); and

WHEREAS, the City, in accordance with the Code of the City of Denton, Texas, the Utility Service Agreement, and Chapter 791 of the Texas Government Code, wishes to participate in oversizing costs associated with design, construction, and installation of certain facilities through an interlocal agreement (the "Interlocal Agreement"); and

WHEREAS, the City and the District are authorized to enter into the Interlocal Agreement pursuant to Texas Government Code Chapter 791 and other applicable laws; and

WHEREAS, in accordance with Texas Government Code § 791.011(c), City and District individually have the authority to perform as set forth in the Interlocal Agreement; and

WHEREAS, the City's cost participation in the Interlocal Agreement will be limited to Oversizing Costs associated with oversizing the Required Facilities; and

WHEREAS, the City will cost participate in difference between the Required Facilities and the costs involving the design, construction, and installation of a water main consisting of approximately 9,180 linear feet of thirty inch (30") water line and all necessary appurtenances thereto, as shown in **Exhibit B** of the Interlocal Agreement (the "**Oversized Facilities**"); and

WHEREAS; the City's cost participation is intended to increase capacity in the City's water system and ensure adequate utility service to its customers located outside of the Property; and

WHEREAS, the costs for the Oversized Facilities are provided in **Exhibit C** to the Interlocal Agreement; and

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 and are true and correct.

SECTION 2. The City Manager, or their designee, is hereby authorized to execute the Interlocal Agreement, attached hereto and incorporated herein as Exhibit 1.

SECTION 3. The City Council 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 Interlocal Agreement and this ordinance to the City Manager or their designee.

SECTION 4. The City Council hereby authorizes the expenditure of funds in the amount authorized by the Interlocal Agreement.

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:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

_____

GERARD HUDSPETH, MAYOR

ATTEST:

INGRID REX, CITY SECRETARY

BY:_____

APPROVED AS TO LEGAL FORM:

MACK REINWAND, CITY ATTORNEY

BY: Leah Bush

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

INTERLOCAL AGREEMENT BETWEEN THE CITY OF DENTON AND PONDER FARMS MUNICIPAL UTILITY DISTRICT OF DENTON COUNTY FOR THE INSTALLATION OF A THIRTY (30") INCH WATER LINE

This Interlocal Agreement (this "**Agreement**"), is made and entered into this ___ day of _____, 20___(the "**Effective Date**"), by and between the City of Denton, a Texas Home-Rule Municipal Corporation (hereinafter referred to as the "**City**"), with its offices located at 215 East McKinney Street, Denton, Texas 76201, and Ponder Farms Municipal Utility District of Denton County, a Conservation and Reclamation District operating under the authority of Chapters 49 and 54 of the Texas Water Code (hereinafter referred to as "**District**"), whose address is 16000 North Dallas Parkway, Suite 350, Dallas, Texas 75248.

RECITALS:

WHEREAS, D.R. HORTON – TEXAS, LTD. (the "Developer") is the developer of certain real property located in Denton County, Texas and being described in **Exhibit A** attached hereto and made a part hereof for all purposes, which is wholly within the boundaries of the District (the "**Property**"); and

WHEREAS, the City, TCCI Ponder Farms 2021 LLC, and the District executed a Utility Service Agreement with an effective date of November 19, 2024 (the "**Utility Service Agreement**"); and

WHEREAS, the Utility Service Agreement provides for the oversizing of water facilities pursuant to the terms and conditions of an oversize participation agreement; and

WHEREAS, District and the Developer are in the process of developing and improving the Property and must design, construct, and install a water main consisting of approximately 1,354 linear feet of twenty inch ("20") water line on Florence Road and 7,826 linear feet of twenty-four inch ("24") water line on H. Lively Road and all necessary appurtenances thereto to serve the Property (the "**Required Facilities**"); and

WHEREAS, the City, in accordance with the Code of the City of Denton, Texas, the Utility Service Agreement, and Chapter 791 of the Texas Government Code, wishes to participate in oversizing costs associated with design, construction, and installation of certain facilities through an interlocal agreement; and

WHEREAS, the City and the District are authorized to enter into this Agreement pursuant to Texas Government Code Chapter 791 and other applicable laws; and

WHEREAS, in accordance with Texas Government Code § 791.011(c), City and District individually have the authority to perform as set forth in this Agreement; and

WHEREAS, the City's cost participation in this Agreement will be limited to Oversizing Costs associated with oversizing the Required Facilities; and

WHEREAS, the City will cost participate in difference between the Required Facilities and the costs involving the design, construction, and installation of a water main consisting of approximately 9,180 linear feet of thirty inch (30") water line and all necessary appurtenances thereto, as shown in **Exhibit B** attached hereto and incorporated herein by reference (the "**Oversized Facilities**"); and

WHEREAS; the City's cost participation is intended to increase capacity in the City's water system and ensure adequate utility service to its customers located outside of the Property; and

WHEREAS, the costs for the Oversized Facilities are provided in **Exhibit C**, attached hereto and incorporated for all purposes; and

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

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

1. Term

This Agreement becomes effective upon the Effective Date and shall remain in effect, unless terminated pursuant to the terms of this Agreement or in a writing that is signed by both the City and District, until the Oversized Facilities are completed and have been accepted by the City and the City has reimbursed the District for the Oversizing Costs in accordance with the terms hereof.

2. Scope of Work

District shall design, install, and construct the Oversized Facilities or cause the Oversized Facilities to be designed, installed, and constructed.

3. City and District Rights and Responsibilities

A. Construction of the Oversized Facilities must commence within one year of the Effective Date of this Agreement. If construction of the Oversized Facilities does not commence within one year of the Effective Date of this Agreement, this Agreement shall immediately terminate without any further action or obligation being required of the City for such termination to be effective, unless an extension thereof is approved by both parties in writing prior to the date of termination. Extension of this Agreement pursuant to this subsection shall require approval by City Council.

B. The amount of the City's participation shall be limited to an amount not to exceed one hundred percent (100%) of the Oversizing Costs for the Oversized Facilities subject to Sections 3.F and 3.G.

C. Before construction begins on the Oversized Facilities, the District shall obtain from the contractor performing the construction of the Oversized

Facilities a performance bond for the construction of the Oversized Facilities in the amount of at least Eight Million Six Hundred Twenty-Eight Thousand Three Hundred Eighty-Five Dollars ($8,628,385) 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 contractor until the completion and acceptance by the City of the Oversized Facilities. The contractor shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final completion and final acceptance of the Oversized Facilities by City. Upon completion and acceptance of the Oversized Facilities, the District shall obtain from the contractor, for the benefit of the City, a two-year maintenance bond in the amount of the cost of the Oversized Facilities. The Developer and District shall be co-principals on such payment bond and performance bond. The District shall cause the contractor to 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 are incorporated herein by reference, are on file with the City, and may be amended from time to time. The certificate of insurance once provided hereunder shall be valid for the period of construction with the City listed as certificate holder and additionally insured but must meet the Standard Insurance Requirements in effect at that time.

D. District and Developer shall comply with all applicable federal, state, and local laws, regulations, policies, and ordinances, including the Denton Development Code and City of Denton Criteria Manuals in performance of this Agreement and in the construction of the Oversized Facilities.

E. The District shall obtain, at the District's sole cost and expense, all necessary permits, licenses, and easements to construct and install the Oversized Facilities. The easements, deeds, and plats therefor obtained by the District in connection with the construction and installation of the Oversized Facilities shall be reviewed and approved as to form and substance by the City, which approval shall not be unreasonably withheld. If the District is unable to acquire needed easements, the District shall provide the City with any reasonably requested documentation of efforts to obtain such easements, including evidence of negotiations and reasonable offers made to the affected property owners. Any easements for the Oversized Facilities obtained by the District shall be assigned to the City, if not taken in the City's name, prior to acceptance of the Oversized Facilities, and the **DISTRICT WARRANTS CLEAR TITLE TO SUCH EASEMENTS FROM AND AGAINST ALL LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING BY, THROUGH, OR UNDER THE DISTRICT, 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.

F. District agrees to design, construct, and install the Oversized Facilities, or cause the design, construction, and installation of the Oversized Facilities, and to fund, or cause to be funded, Six Million Three Hundred Sixty-Seven Thousand One Hundred Seventy-Three Dollars ($6,367,173), representing 73.79% (the "**District Share**") of the cost of the Oversized Facilities. All costs to design, construct, and install the Oversized Facilities in excess of the District Share are "**Oversizing Costs.**" The City agrees to fund the Oversizing Costs in an amount not to exceed Two Million Two Hundred Sixty-One Thousand Two Hundred Twelve Dollars ($2,261,212), representing 26.21% of the cost of the Oversized Facilities, subject to appropriation (the "**City Share**"). The City Share is approximately 26.21% of the Eight Million Six Hundred Twenty-Eight Thousand Three Hundred Eighty-Five Dollars ($8,628,385) shown as the total estimated cost to design, construct, and install the Oversized Facilities as set forth on **Exhibit C** attached hereto. Any payments made by the City and the District hereunder shall be from current revenues.

G. If the actual cost of the Oversized Facilities is greater than the estimated cost, including if there are future change orders that would increase the costs, the General Manager of Water Utilities and Street Operations or their designee shall determine the appropriate level of cost participation by City based upon the incremental cost between the Required Facilities and City's requested Oversized Facilities. This cost determination shall be based upon recent bids for similar facilities and/or cost estimates prepared by City's engineering staff. If City cannot justify the costs involved in any such change order or contract where City funds or pro-rata repayment is involved, the City shall provide a notice to the District with the City's proposed participation with support documentation ("**Dispute Notice**"). If, after the Dispute Notice, the Parties cannot agree to each party's share then the Parties will enter into a mediation process to settle the Parties' appropriate shares within sixty (60) days of the Dispute Notice. Final approval of all oversize participation agreements and any subsequent cost increases from change orders between City and District 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 City Council to the City Manager. The Parties hereby agree that if the actual cost of the Oversized Facilities is less than the estimated cost of $8,628,385.00, the actual amount of the District Share and City Share shall each be proportionally reduced in accordance with the percentages stated in Section 3.F. herein.

H. 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; District'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 District for the Oversizing Costs within sixty (60) days of the completion and acceptance of the construction of the Oversized Facilities.

J. To confirm the actual cost of the Oversized Facilities, City shall have the right to inspect any and all records of the District and its agents, including Developer, its, or its agents', employees, its, or its agents', contractors, or its, or its agents', subcontractors, and shall have the right to require the District to submit any necessary information, documents, invoices, receipts, or other records to verify the actual cost of the Oversized Facilities.

K. All notices, payments, or communications (collectively, "**Notice**") to be given or made pursuant to this Agreement by the parties hereto, shall be sent to the District at the address given above and to the City Manager for the City at the address given above. Notice provided or permitted to be given, made, or accepted by any party to any other party must be in writing and must be given or made by depositing the same in the United States mail postpaid and 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, unless otherwise stated herein, upon receipt

L. **THE DISTRICT AND 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 DISTRICT OR DEVELOPER, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, INVITEES, OR CONTRACTORS, OR OTHER PERSONS WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT OR CONSTRUCTION OF ANY FACILITIES; AND THE DISTRICT OR 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 DISTRICT'S AND 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 ALL PARTIES, 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 ALL PARTIES, RESPONSIBILITY FOR ALL COSTS OF DEFENSE SHALL BE APPORTIONED BETWEEN EACH PARTY BASED UPON THE COMPARATIVE FAULT OF EACH.

M. City may withhold funds, and, if necessary, may demand the return of some or all amounts previously paid to District for defective work, to protect City from loss or damage.

N. The City may require the District to remove and replace any work done, or materials used, without suitable inspection by the City at District's expense, or cause such work to be removed and replaced.

i. The City shall perform:

1. Periodic inspections of the work and shall perform a final inspection prior to final acceptance by the City; and
2. Inspections at 30 and 400 days from the date of final completion and acceptance of the Oversized Facilities by the City.

ii. Upon failure of the District or their agents, including Developer, 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 District of such failure and may suspend inspections of such work, and issue a stop work order, 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 Oversized Facilities and the City may withhold, suspend, or revoke any permits or other approvals for the District until such matter is remedied to the satisfaction of the City.

iii. Although the Oversized Facilities described herein may be accepted by the City, the City may recover damages against the District and/or Developer and upon the bonds if it is discovered that the Oversized Facilities were not built in accordance with the plans and specifications. Notwithstanding the foregoing, after inspection and acceptance by the City and upon the expiration of any bonds associated with the Oversized Facilities, the District and/or Developer shall not be liable for any such damages associated with the Oversized Facilities; provided, however, if a latent defect is discovered that was present prior to the end of the maintenance bond period, this provision shall not relieve District or Developer of any claims for damages or obligations related thereto.

O. Prior to the final payment by the City:

i. The Oversized Facilities must be (i) completed or caused to be completed by the District, (ii) reviewed and inspected by the City, and (iii) approved

and accepted by the City; and

ii. The City shall conduct a final inspection of the Oversized Facilities and any deficiencies noted by the City during such inspection must be addressed by the District to the City's satisfaction.

P. All parties agree that during work on the 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.

4. 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. 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.

5. Captions

The captions of the various sections and paragraphs herein are intended for the convenience or reference only and shall not define or limit any of the terms or provisions hereof.

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

District shall not sell, assign, or transfer its interest or rights in this Agreement, or any claim or cause of action related thereto in whole or in part, without the prior written consent of the City, which consent shall not be unreasonably withheld. As an express condition of consent to any assignment, District shall remain liable for completion of the Oversized Facilities in the event of default by the successor contractor or assignee.

8. Amendments

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 District, which amendment shall incorporate this Agreement in every particular not

otherwise changed by the amendment.

9. 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. District shall be an independent contractor pursuant to this Agreement. District 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.

10. Business Days.

If any date on which a party is required to make payment or delivery pursuant to the terms hereof is a City holiday, then such party shall make such payment or delivery on the next succeeding regular city business day.

11. Time of the Essence.

Time shall be of the essence in this Agreement.

12. Appropriations

This Agreement is contingent upon the continued availability of lawful appropriations by the City Council.

13. Venue and Governing Law

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.

14. Incorporation

The recitals in the preamble above are hereby incorporated in their entirety as if fully set out herein.

15. 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.

16. Nonwaiver

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 default, 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 by a party such waiver will not be applied other than strictly in accordance with the conditions expressed in such express waiver and will not be implied to be continuing in nature. Failure by City to promptly enforce any termination right does not constitute a waiver of that right or any other right under this Agreement.

17. Governmental Immunity Not Waived

City and District do not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims made or arising from any act or omission resulting from the Agreement.

18. Successors and Assigns

This Agreement shall be binding on and shall inure to the benefit of the parties and their successors and assigns.

19. No Third Party Beneficiaries

This Agreement is solely intended for the benefit of the Parties and Developer hereto and is not intended to and shall not be construed to be for the benefit of any individuals or create any duty on behalf of City, Developer, or District to any third party.

20. 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 related to payment obligations, liability, indemnification, and which by their nature are intended to survive shall survive.

21. Miscellaneous State Law Contract Representations and Provisions

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, 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.

22. Certification of Execution

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

[Signature pages follow]

EXECUTED by the undersigned duly authorized officials and officers of the City and the District, on this the _____ day of _____, 20___.

CITY OF DENTON
A Texas Municipal Corporation

By: _____
SARA HENSLEY, CITY MANAGER

ATTEST:
INGRID REX, CITY SECRETARY

By: _____

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

Signature
Interim Director
Title
Development Services
Department

Date Signed: 2-24-2026

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: _____

DISTRICT:

PONDER FARMS MUNICIPAL UTILITY DISTRICT OF DENTON COUNTY

By: _____
Name: _____
Title: _____

The Developer is signing on to this Agreement as to Sections 3.C, 3.D, 3.L, and 21 exclusively.

DEVELOPER:

D.R. HORTON - TEXAS, LTD.,
a Texas limited partnership

By: D.R. Horton, Inc.,
a Delaware corporation
its Authorized Agent

By: _____
Name: _____
Title: _____

Exhibit A
Property Description

EXHIBIT A

THE PROPERTY

TRACT 1

BEING a tract of land situated in the Fields Davis Survey, Abstract No. 371, Denton County, Texas, and being the remainder of a called 154.219 acre tract of land described in a deed to TCCI Ponder Farms 2021 LLC, as recorded in Instrument No. 2023-2430 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a mag nail set for the southwest corner of said 154.219 acre tract, being on the northerly line of a called 4.537 acre tract of land described in a deed to Haley Ann Wallace and Nathan Haugen, as recorded in Instrument No. 2022-133154 of the Official Records of Denton County, Texas, and in Robinson Road, a variable width right of way, no record found;

THENCE North 00°12'30" West, departing the northerly line of said 4.537 acre tract, along the westerly line of said 154.219 acre tract and said Robinson Road, a distance of 1,010.74 feet to a mag nail set for the southwest corner of a called 1.264 acre tract of land described in a deed to Joshua A. Bethke, as recorded in Instrument No. 2023-10773 of the Official Records of Denton County, Texas, in a deed to Donald Lane, as recorded in Instrument No. 2023-40898 of the Official Records of Denton County, Texas, in a deed to Ryan Hughes, as recorded in Instrument No. 2023-40899 of the Official Records of Denton County, Texas, and in a deed to George Campbell, as recorded in Instrument No. 2023-40900 of the Official Records of Denton County, Texas;

THENCE North 89°47'20" East, departing the westerly line of said 154.219 acre tract and said Robinson Road, along the southerly line of said 1.264 acre tract and crossing said 154.219 acre tract, a distance of 208.71 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for the southeast corner of said 1.264 acre tract;

THENCE North 00°12'30" West, along the easterly line of said 1.264 acre tract and continuing across said 154.219 acre tract, a distance of 263.71 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for the northeast corner of said 1.264 acre tract;

THENCE South 89°47'20" West, along the northerly line of said 1.264 acre tract and continuing across said 154.219 acre tract, a distance of 208.71 feet to a mag nail set for the northwest corner of said 1.264 acre tract, being on the westerly line of said 154.219 acre tract and in said Robinson Road;

THENCE North 00°12'30" West, along the westerly line of said 154.219 acre tract and said Robinson Road, a distance of 661.74 feet to a mag nail set for the westerly northwest corner of said 154.219 acre tract, common to the southwest corner of J.B. Place, according to the plat thereof recorded in Cabinet E, Page 58 of the Plat Records of Denton County, Texas;

THENCE North 89°49'56" East, departing said Robinson Road, along the northerly line of said 154.219 acre tract and the southerly line of said J.B. Place, a distance of 588.19 feet to a 1/2 inch iron rod with plastic cap (illegible) found for the southeast corner of said J.B. Place, common to an ell corner of said 154.219 acre tract;

THENCE North 00°10'05" West, along the westerly line of said 154.219 acre tract and the easterly line of said J.B. Place, a distance of 280.19 feet to a 1/2 inch iron rod with plastic cap (illegible) found for the northerly northwest corner of said 154.219 acre tract, common to the northeast corner of said J.B. Place, being on the southerly line of a tract of land described as Tract 8 in a deed to J. Young Land & Cattle, Ltd., as recorded in Instrument No. 2003-203076 of the Official Records of Denton County, Texas;

THENCE North 89°17'16" East, along the northerly line of said 154.219 acre tract and the southerly line of said Tract 8, a distance of 2,470.04 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for the northerly northeast corner of said 154.219 acre tract, common to the northwest corner of Block A of Bella Vista, according to the plat thereof recorded in Cabinet H, Page 25 of the Plat Records of Denton County, Texas;

THENCE South 00°08'39" East, departing the southerly line of said Tract 8, along the easterly line of said 154.219 acre tract and the westerly line of said Block A, a distance of 554.20 feet to a 1/2 inch iron rod with plastic cap (illegible) found for the southwest corner of said Block A, common to an ell corner of said 154.219 acre tract;

THENCE North 89°51'21" East, along the northerly line of said 154.219 acre tract and the southerly line of said Block A, passing at a distance of 430.60 feet the southeast corner of said Block A, common to the southwest corner of a right of way dedicated in said Bella Vista, and continuing along the same course and along the southerly line of said right of way dedication,for a total distance of 453.66 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for a northeast corner of said 154.219 acre tract, common to the southeast corner of said right of way dedication, same being in Florence Road, a variable width right of way, no record found;

THENCE South 00°08'39" East, along the easterly line of said 154.219 acre tract and said Florence Road, a distance of 60.00 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for a southeast corner of said 154.219 acre tract, common to the northeast corner of a right of way dedicated in said Bella Vista;

THENCE South 89°51'21" West, departing said Florence Road, along the southerly line of said 154.219 acre tract and the northerly line of said right of way dedication, passing at a distance of 23.06 feet the northwest corner of said right of way dedication, common to the northeast corner of Block B of said Bella Vista, and continuing along the same course and along the northerly line of said Block B, for a total distance of 453.66 feet to a 1/2 inch iron rod found for the northwest corner of said Block B, common to an ell corner of said 154.219 acre tract;

THENCE South 00°08'39" East, along the easterly line of said 154.219 acre tract and the westerly line of said Block B, a distance of 1,056.00 feet to a 1/2 inch iron rod with plastic cap (illegible) found for an ell corner of said 154.219 acre tract, common to the southwest corner of said Block B;

THENCE North 89°51'21" East, along the northerly line of said 154.219 acre tract and the southerly line of said Block B, passing at a distance of 430.60 feet a 1/2 inch iron rod with plastic cap (illegible) found for the southeast corner of said Block B, common to the southwest corner of right of way dedication, and continuing along the same course and along the southerly line of said right of way dedication, for a total distance of 453.66 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for a northeast corner of said 154.219 acre tract, common to the southeast corner of said right of way dedication, same being in said Florence Road;

THENCE South 00°08'39" East, along the easterly line of said 154.219 acre tract and said Florence Road, a distance of 60.00 feet to a 5/8 inch iron rod with plastic cap (illegible) found for a southeast corner of said 154.219 acre tract, common to the northeast corner of a right of way dedicated in said Bella Vista;

THENCE South 89°51'21" West, departing said Bella Vista, along the southerly line of said 154.219 acre tract and the northerly line of said right of way dedication, passing at a distance of 23.06 feet a 1/2 inch iron rod with plastic cap (illegible) found for the northwest corner of said right of way dedication, common to the northeast corner of Block C of said Bella Vista, and continuing along the same course, for a total distance of 453.66 feet to a 1/2 inch iron rod with plastic cap (illegible) found for an ell corner of said 154.219 acre tract, common to the northwest corner of said Block C;

THENCE South 00°08'39" East, along the easterly line of said 154.219 acre tract and the westerly line of said Block C, a distance of 530.93 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for the southerly southeast corner of said 154.219 acre tract, common to the southwest corner of said Block C, same being on the northerly line of a called 3.710 acre tract of land described in a deed to Melissa Chavez and Jose Olvera and Antonio Chavez and Luz Chaves, as recorded in Instrument No. 2021-230020 of the Official Records of Denton County, Texas;

THENCE North 89°46'08" West (North 89°38’58” West), along the southerly line of said 154.219 acre tract, the northerly line of said 3.710 acre tract, the northerly line of a called 1.566 acre tract of land described as Tract 1 to C&C Residential Properties, Inc., as recorded in Instrument No. 2023-57200 of the Official Records of Denton County, Texas, the northerly line of a called 1.00 acre tract of land described in a deed to Jeronimo Silva and Rhonda S. Silva, as recorded in Instrument No. 2007-24770 of the Official Records of Denton County, Texas, the northerly line of a called 10.090 acre tract of land described in a deed to Leslie A. Gustafson and Deborah S. Gustafson, as recorded in Instrument No. 95-0041077 of the Official Records of Denton County, Texas, the northerly line of a called 20.13 acre tract of land described in a deed to James Wallis and Debra Wallis, as recorded in Instrument No. 2017-93327 of the Official Records of Denton County, Texas, the northerly line of a called 24.522 acre tract of land described in a deed to Alva Glendon Montya and Joann Montya, as recorded in Volume 2507, Page 293 of the Deed Records of Denton County, Texas, the northerly line of a called 10.098 acre tract of land described in a deed to Ricky W. Perry and Sherry E. Perry, as recorded in Volume 2820, Page 35 of the Deed Records of Denton County, Texas, and the northerly line of aforesaid 4.537 acre tract, a distance of 3,055.89 feet (3,055.94 feet) to the **POINT OF BEGINNING** and containing 153.161 acres (6,671,699 square feet) of land, more or less.

TRACT 2

BEING a tract of land situated in the Fields Davis Survey, Abstract No. 371, Denton County, Texas, and being all of a called 1.264 acre tract of land described in a deed to Joshua A. Bethke, as recorded in Instrument No. 2023-10773 of the Official Records of Denton County, Texas, in a deed to Donald Lane, as recorded in Instrument No. 2023-40898 of the Official Records of Denton County, Texas, in a deed to Ryan Hughes, as recorded in Instrument No. 2023-40899 of the Official Records of Denton County, Texas, and in a deed to George Campbell, as recorded in Instrument No. 2023-40900 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a mag nail set for the southwest corner of said 1.264 acre tract, same being in Robinson Road, a variable width right of way, no record found;

THENCE North 00°12'30" West, along the westerly line of said 1.264 acre tract and said Robinson Road, a distance of 263.71 feet to a mag nail set for the northwest corner of said 1.264 acre tract;

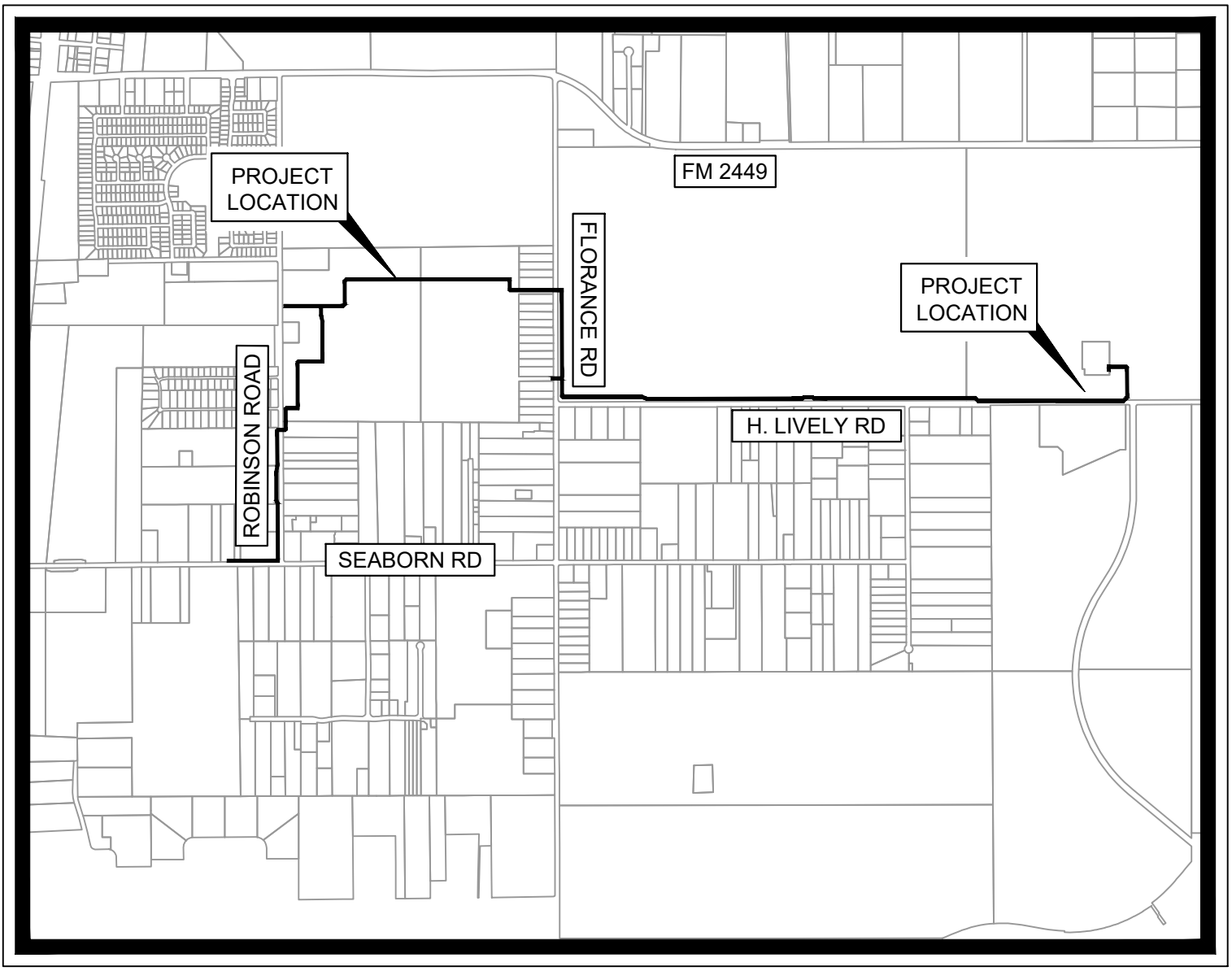
THENCE North 89°47'20" East, departing said Robinson Road and along the northerly line of said 1.264 acre tract, a distance of 208.71 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for the northeast corner of said 1.264 acre tract;

THENCE South 00°12'30" East, along the easterly line of said 1.264 acre tract, a distance of 263.71 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for the southeast corner of said 1.264 acre tract;

THENCE South 89°47'20" West, along the southerly line of said 1.264 acre tract, a distance of 208.71 feet to the **POINT OF BEGINNING** and containing 1.264 acres (55,039 square feet) of land, more or less.

Exhibit B
Oversized Facilities

EXHIBIT B - OVERSIZED FACILITIES



VICINITY MAP

SCALE: 1" = 2,000'

Exhibit C
Estimated Cost of Oversized Facilities

EXHIBIT C - Ponder Farms MUD Major Infrastructure "Phase 1"
Overall Major Water Construction Costs

January 12, 2026

Denton County, TX

		Unit Price (3S Contracting Bid)	20" to 30" Waterlines Ponder Farms Major Infrastructure	
8" PVC WATERLINE	LF	$ 63.09	208	$ 13,122.72
12" PVC WATERLINE	LF	$ 94.60	4,598	$ 434,970.80
20" DUCTILE IRON WATERLINE	LF	$ 248.38	4,012	$ 996,500.56
24" DUCTILE IRON WATERLINE	LF	$ 306.00	21	$ 6,426.00
30" DUCTILE IRON WATERLINE	LF	$ 465.42	8,930	$ 4,156,200.60
8" GATE VALVE & BOX	EA	$ 2,629.23	5	$ 13,146.15
12" GATE VALVE & BOX	EA	$ 4,615.38	10	$ 46,153.80
20" GATE VALVE & BOX	EA	$ 23,902.20	7	$ 167,315.40
24" GATE VALVE & BOX	EA	$ 47,930.40	1	$ 47,930.40
30" GATE VALVE & BOX	EA	$ 88,124.40	10	$ 881,244.00
1" AIR RELEASE VALVE AND VAULT	EA	$ 6,285.32	2	$ 12,570.64
2" AIR RELEASE VALVE AND VAULT	EA	$ 13,658.40	1	$ 13,658.40
3" AIR RELEASE VALVE AND VAULT	EA	$ 43,488.90	2	$ 86,977.80
CONCRETE ENCASEMENT	LF	$ 181.83	140	$ 25,456.20
FIRE HYDRANT ASSEMBLY	EA	$ 10,634.40	11	$ 116,978.40
CONNECT TO EXISTING 30" WATER LINE	EA	$ 17,709.30	1	$ 17,709.30
8" WATERLINE BORE & 20" STEEL CASING PIPE	LF	$ 786.40	72	$ 56,620.80
12" WATERLINE BORE & 24" STEEL CASING PIPE	LF	$ 1,234.80	165	$ 203,742.00
24" WATERLINE BORE & 42" STEEL CASING PIPE	LF	$ 1,349.01	99	$ 133,551.99
30" WATERLINE BORE & 48" STEEL CASING PIPE	LF	$ 1,680.30	668	$ 1,122,440.40
1" WATER SERVICE STUB (FUTURE PH 2 LOTS)	EA	$ 875.70	30	$ 26,271.00
TRENCH SAFETY	LF	$ 1.08	17,769	$ 19,190.52
PRESSURE TEST AND CHLORINATION	LF	$ 1.70	17,769	$ 30,207.30
TOTALS				**$ 8,628,385**

NOTES

1. Provided pricing is based on the contracted values between the Ponder Farms Municipal Utility District of Denton County and 3S Contracting.
2. Provided quantities are based on the Ponder Farms Major Infrastructure Plans (CEP25-0011) construction plans dated May 21st, 2025 which were publicly bid.
3. Providing pricing does not include costs for easement acquisition, engineering, contingency, etc.

EXHIBIT C - Ponder Farms MUD Major Infrastructure "Phase 1"
Oversizing Analysis 20" & 24" to 30" Water

January 12, 2026

Denton County, TX

		Unit Price (from 3S Contracting)	20" & 24" Waterlines		30" Waterline	
20" DUCTILE IRON WATERLINE	LF	$248.38	1,354	$ 336,306.52		
20" GATE VALVE & BOX	EA	$23,902.20	3	$ 71,706.60		
24" DUCTILE IRON WATERLINE	LF	$306.00	7,826	$ 2,394,756.00		
24" WATERLINE BORE & 42" STEEL CASING PIPE	LF	$1,349.01	135	$ 182,116.35		
24" GATE VALVE & BOX	EA	$47,930.40	12	$ 575,164.80		
30" DUCTILE IRON WATERLINE	LF	$465.42			9,180	$ 4,272,555.60
30" WATERLINE BORE & 48" STEEL CASING PIPE	LF	$1,680.30			135	$ 226,840.50
30" GATE VALVE & BOX	EA	$88,124.40			15	$ 1,321,866.00
TOTALS				**$ 3,560,050**		**$ 5,821,262**

UPSIZING COST DIFFERENCE:	***$ 2,261,212***

NOTES

1. Provided pricing is based on contracted values between the Ponder Farms Municipal Utility District of Denton County and 3S Contracting.
2. Provided quantities are based on the Ponder Farms Major Infrastructure Plans (CEP25-0011) approved by the City of Denton on December 3rd, 2025.
3. Providing pricing does not include costs for easement acquisition, engineering, contingency, etc.
4. The 20" and 24" water lines are the sizes determined to be necessary to serve the Ponder Farms MUD developments in the "West Denton County Area Water Analysis" water study prepared by Kimley-Horn and dated February 2nd, 2024.

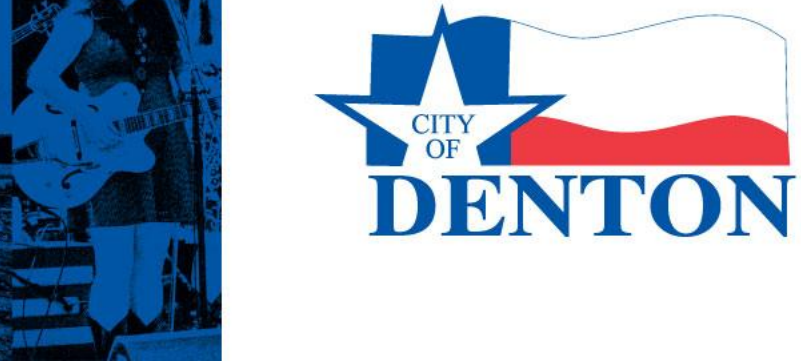
OPA25-0001
Interlocal Agreement – Ponder Farms Municipal Utility District of Denton County

Charlie Rosendahl

Development Services

March 3, 2026

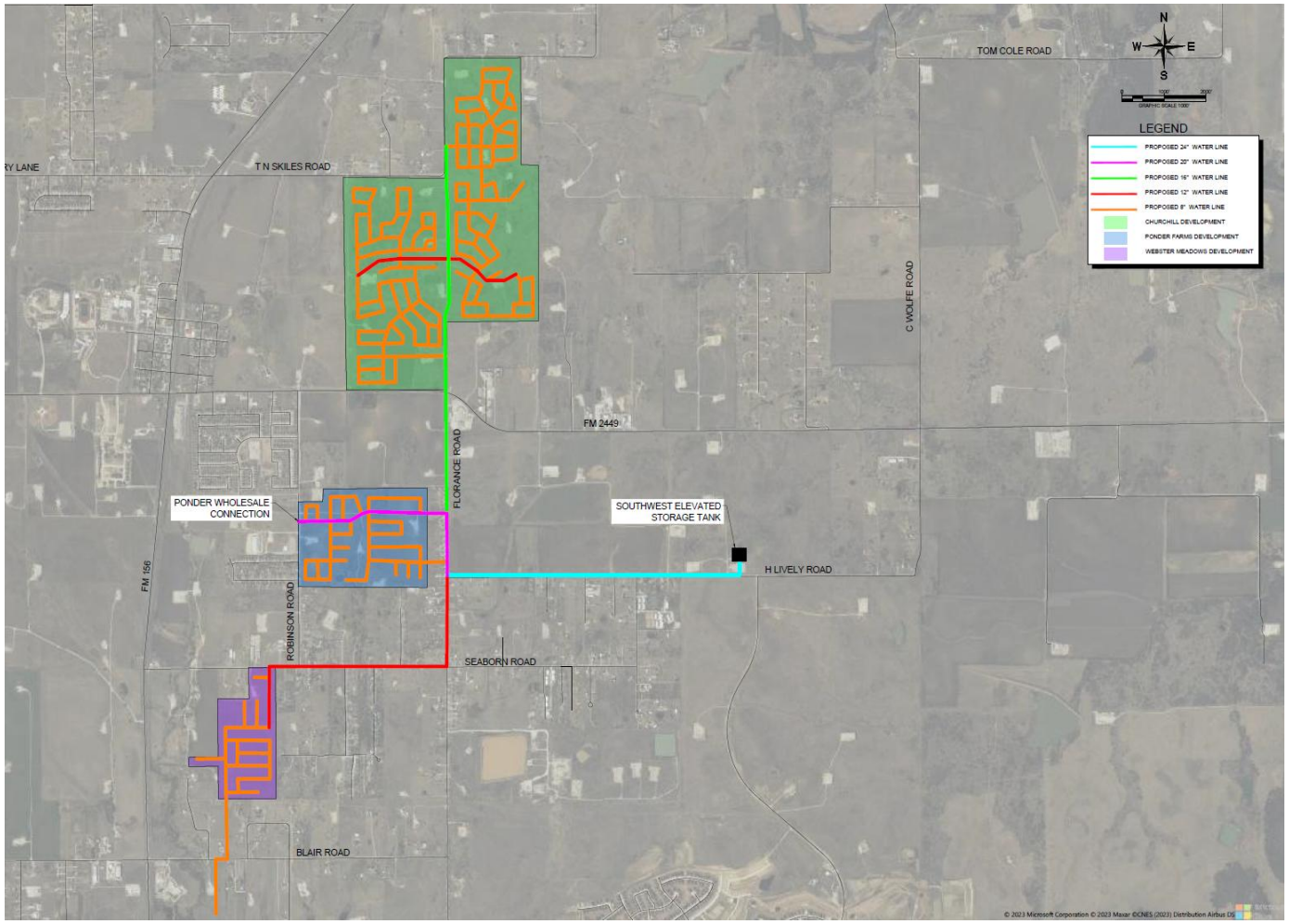






Background

- The City and Ponder Farms MUD entered into agreements in November 2024 related to water and wastewater services.
- The City has been working with the Town of Ponder since that time to provide wholesale services.
- The City approached Ponder Farms regarding oversizing public facilities for the provision of wholesale water to the Town of Ponder.
- These improvements align with the future Water Master Plan.
  - Project No. 17 and No. 20



Interlocal Oversizing Agreement

- Total public improvement cost is $8,628,385
  - Developer's Portion: $6,367,173
  - City's Portion: $2,261,212
- Funding from Water Utility Budget to be reimbursed through a contract with the Town of Ponder.
  - The wholesale connection point was provided as part of the MUD agreement.
  - City staff have been in negotiations with the Town of Ponder for wholesale water and sewer service.
- The water line was originally a part of the Ponder Farms MUD at a size of 20" and 24" to support 2,750 single-family units. The ILA is to increase to a 30" line to serve the MUD, the Town of Ponder, and future development in the area.

Recommendation

- Staff recommends approval of an Interlocal Agreement for oversizing with Ponder Farms Municipal Utility District of Denton County, in the not-to-exceed amount of $2,261,212.

QUESTIONS?

Charlie Rosendahl

Interim Director

Development Services

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Christine Taylor

DATE: March 3, 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 Construction Manager at Risk contract with Sundt Construction, Inc., for construction phase services for the Pecan Creek Water Reclamation Plant Expansion Project for the Water Utilities Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8289 – awarded to Sundt Construction, Inc., including the first Guaranteed Maximum Price in the partial not-to-exceed amount of $92,321,565.00). The Public Utilities Board recommends approval (6 - 0).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

The Pecan Creek Water Reclamation Plant (PCWRP) is currently in design for an expansion that will increase the facility's treatment capacity to 30 million gallons per day. The project includes construction of a new headworks structure, membrane bioreactor filtration, solids handling, ultraviolet disinfection, and a control/operations building. To deliver the work efficiently, the City is using a Construction Manager at Risk (CMAR) approach, with construction divided into multiple bid packages. Guaranteed Maximum Price No. 1 (GMP #1) is the first of these packages.

GMP #1 encompasses foundational and early-phase construction activities, including testing and inspections, site surveying, earthwork, site utilities, package allowances, and the CMAR's general conditions for the duration of the project. These components establish the groundwork necessary for subsequent bid packages and overall project sequencing.

Sundt Construction serves as the CMAR and will manage subcontractors, maintain the project schedule, and deliver all bid packages throughout construction. During the preconstruction phase, Sundt developed a cost model and competitively bid the work based on the 90 percent design documents to prepare the GMP #1 proposal. Within the GMP deliverable, Sundt also provided a construction management plan, a quality control plan, and a proposed sequencing schedule for the project. These items are a product of the collaboration of the City, CMAR, and the design engineer.

The City selected Sundt Construction through a one-step CMAR procurement process and awarded a preconstruction services agreement in the amount of $2,452,441. The agreement was later amended to add

design-phase services and extend the project timeline for an additional not-to-exceed amount of $296,273, bringing the total preconstruction contract to $2,748,714.

The Pecan Creek Water Reclamation Plant Expansion Construction Project has a total estimated cost of $92,321,565. This estimate includes a $89,261,424 total base bid amount and a contingency of $3,060,141. 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 Program Manager.

The Utility Extendable Commercial Paper program is being used as an appropriation authority for this contract.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On February 6, 2024, City Council approved a Construction Manager at Risk (CMAR) pre-construction phase contract with Sundt Construction, Inc., in the not-to-exceed amount of $2,452,441 (Ordinance 24-156).

On August 5, 2025, City Council approved Amendment No. 1 to a Construction Manager at Risk (CMAR) pre-construction phase contract with Sundt Construction, Inc., in the not-to-exceed amount of $296,273 (Ordinance 25-1344).

On February 23, 2026, the Public Utilities Board (PUB) recommended this item to the City Council for consideration.

RECOMMENDATION

Award a Construction Manager at Risk contract with Sundt Construction, Inc., for construction phase services for Pecan Creek Water Reclamation Plant Expansion for the Water Utilities Department, in a not-to-exceed amount of $92,321,565.

PRINCIPAL PLACE OF BUSINESS

Sundt Construction, Inc.
Irving, TX

SUSTAINABILITY MEASURES

The contract will help the City of Denton with the construction services necessary to permit the Pecan Creek Water Reclamation Plant construction. The new infrastructure will increase the city's wastewater cleaning capacity. The facilities are essential to safely treating and discharging effluent to the sensitive, accepting streams.

ESTIMATED SCHEDULE OF PROJECT

Construction for the Pecan Creek Water Reclamation Plant Expansion will begin in April 2026, with a projected completion date of Q4 2031.

FISCAL INFORMATION

The Utility Extendable Commercial Paper program is being used as an appropriation authority for this contract. This project will be funded from Wastewater Utilities account 640496545.1360.40100.

Requisition # 174368 has been entered into the Purchasing software system for $56,113,229. The remaining $36,208,336 of the total GMP 1 amount of $92,321,565 will be budgeted in the next fiscal year to align with the construction spend through the Wastewater Capital Improvement Program.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Original Ordinance, Pre-Construction Contract, and Amendment 1
Exhibit 3: Presentation
Exhibit 4: Ordinance and Construction Services 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.

ORDINANCE NO. 24-156

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 SUNDT CONSTRUCTION, INC., FOR PRE-CONSTRUCTION SERVICES OF THE PECAN CREEK WATER RECLAMATION PLANT EXPANSION PROJECT FOR THE WATER UTILITIES DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8289 – AWARDED TO SUNDT CONSTRUCTION, INC., IN THE NOT-TO-EXCEED AMOUNT OF $2,452,441.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for pre-construction services of the Pecan Creek Water Reclamation Plant Expansion Project for the Water Utilities 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
8289	Sundt Construction, Inc.	$2,452,441.00

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

SECTION 3. That should the City and person submitting approved and accepted items wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

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

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

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

The motion to approve this ordinance was made by Brian Beck and seconded by Vicki Byrd. 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:	✓			
Chris Watts, At Large Place 6:	✓			

PASSED AND APPROVED this the 6th day of February, 2024.

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: 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: 2024.01.05 10:17:20 -06'00'

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Docusign City Council Transmittal Coversheet

FILE	8289
File Name	CMAR PCWRP Headworks and Expansion Project
Purchasing Contact	Erica Garcia
City Council Target Date	FEBRUARY 6, 2024
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	24-156

DS
LH

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CITY OF DENTON, TEXAS

CONSTRUCTION MANAGER AT RISK FOR PCWRP Headworks and Expansion Project

CONSTRUCTION MANAGER AT RISK
DESIGN PHASE SERVICES

CONTRACT NO. 8289

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TABLE OF CONTENTS

ARTICLE **PAGE**

RECITALS **5**

AGREEMENT **5**

ARTICLE 1 – TERMS AND DEFINITIONS **5**

ARTICLE 2 – BASIC DESIGN PHASE SERVICES **8**

2.1 GENERAL 8

2.2 CONSTRUCTION MANAGEMENT PLAN 8

2.3 PROJECT SCHEDULE 8

2.4 DESIGN DOCUMENT REVIEWS 9

2.5 COST ESTIMATES 10

2.6 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS 11

2.7 MAJOR SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS 12

ARTICLE 3 – PERIOD OF SERVICES **13**

ARTICLE 4 – CONTRACT AMOUNT AND PAYMENTS **13**

4.1 CONTRACT AMOUNT 13

4.2 PAYMENTS 13

4.3 ADDITIONAL DESIGN PHASE SERVICES 14

ARTICLE 5 - CITY'S RESPONSIBILITIES **14**

ARTICLE 6 – CONTRACT CONDITIONS **14**

6.1 PROJECT DOCUMENTS AND COPYRIGHTS 14

6.2 COMPLETENESS AND ACCURACY OF CM@RISK'S WORK 15

6.3 ALTERATION IN CHARACTER OF WORK 15

6.4 DATA CONFIDENTIALITY 15

DocuSign Envelope ID: 74CF6F67-D74E-42F8-85E6-A4637A93F76C

6.5 PROJECT STAFFING 16
6.6 INDEPENDENT CONTRACTOR 16
6.7 SUBCONSULTANTS 16
6.8 TERMINATION 16
6.9 DISPUTES 17
6.10 WITHHOLDING PAYMENT 17
6.11 RECORDS/AUDIT 17
6.12 INDEMNIFICATION 17
6.13 NOTICES 17
6.14 EQUAL OPPORTUNITY/AFFIRMATIVE ACTION 18
6.15 COMPLIANCE WITH FEDERAL LAWS 18
6.16 CONFLICT OF INTEREST 18
6.17 CONTRACTOR'S LICENSE 19
6.18 SUCCESSORS AND ASSIGNS 19
6.19 FORCE MAJEURE 19
6.20 COVENANT AGAINST CONTINGENT FEES 19
6.21 NON-WAIVER PROVISION 19
6.22 JURISDICTION 19
6.23 SURVIVAL 19
6.24 MODIFICATION 19
6.25 SEVERABILITY 19
6.26 INTEGRATION 19
6.27 TIME IS OF THE ESSENCE 20
6.28 THIRD PARTY BENEFICIARY 20
6.29 COOPERATION AND FURTHER DOCUMENTATION 20
6.30 CONFLICT IN LANGUAGE 20
6.31 CITY'S RIGHT OF CANCELLATION 20
6.32 CONFIDENTIALITY OF PLANS & SPECIFICATIONS 20

DocuSign Envelope ID: 74CF6F67-D74E-42F8-85E6-A4637A93F76C

ARTICLE 7 – INSURANCE REQUIREMENTS 20

7.1 MINIMUM SCOPE AND LIMITS OF INSURANCE 20

7.2 ADDITIONAL INSURANCE REQUIREMENTS 21

7.3 SUBCONSULTANT INSURANCE 21

7.4 NOTICE OF CANCELLATION 21

7.5 ACCEPTABILITY OF INSURERS 21

7.6 VERIFICATION OF COVERAGE 21

7.7 APPROVAL 22

EXHIBIT A – PROJECT DESCRIPTION 23

EXHIBIT B - HOURLY RATE SCHEDULE 25

EXHIBIT C - SUBMITTAL REQUIREMENTS FOR THE GMP 27

DocuSign Envelope ID: 74CF6F67-D74E-42F8-85E6-A4637A93F76C

CONSTRUCTION MANAGER AT RISK FOR PCWRP HEADWORKS AND EXPANSION PROJECT
CONSTRUCTION MANAGER AT RISK DESIGN PHASE SERVICES
CONTRACT NO. 8289

THIS CONTRACT, made and entered into this by and between City of Denton, Texas, hereinafter designated the "CITY" and ____Sundt Construction, Inc._, hereinafter designated the "CONSTRUCTION MANAGER AT RISK" or "CM@Risk ."

RECITALS

A. The City Manager of the City of Denton, Texas, or their designee, is authorized and empowered by provisions of the City Charter to execute contracts for professional services and construction services.
B. The City intends to construct PCWRP Headworks and Expansion Project as described in Exhibit A attached, hereinafter referred to as the "Project".
C. To undertake the design of said Project the City has entered into a contract with Kimley Horn . hereinafter referred to as the "Design Professional."
D. The CM@Risk has represented to the City the ability to provide design phase services and to construct the Project.
E. Based on this representation, the City intends to enter into a contract with the CM@Risk for the design phase services identified in this contract. At the end of the design phase, at the City's discretion, the City may enter into a separate construction contract with the CM@Risk for construction phase services.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the CM@Risk as follows:

ARTICLE 1 – TERMS AND DEFINITIONS

Addenda - Written or graphic instruments issued prior to the submittal of the GMP Proposal(s), which clarify, correct or change the GMP Proposal(s) requirements.

Agreement (Contract) – This written document signed by the City and CM@Risk covering the design phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract.

Alternate Systems Evaluations – Alternatives for design, means and methods or other scope considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets City requirements.

Change Order (Amendment) - A written instrument issued after execution of the Contract Documents signed by the City and CM@Risk, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or Deliverables; the amount of the adjustment to the Contract Amount; the extent of the adjustment to the Contract Time; or modifications of other contract terms.

City (Owner) - The City of Denton, a municipal corporation, with whom CM@Risk has entered into this Contract and for whom the services are to be provided pursuant to said Contract. Regulatory activities handled by the City of Denton Development Services, Fire and Planning Departments or any other City department are not subject to the responsibilities of the City under this Agreement.

City's Designated Project Manager – The City of Denton representative who is designated as project manager for the Project.

Construction Contract Time(s) - The number of days or the dates related to the construction phase that as stated in Construction Documents applies to achievement of Substantial Completion of the Work.

Construction Documents – The plans, specifications and drawings prepared by the Design Professional after correcting for permit review requirements.

Construction Fee – The CM@Risk's administrative costs, home office overhead, and profit, whether at the CM@Risk's principal or branch offices.

Construction Manager at Risk (CM@Risk) - The firm, corporation, or other approved legal entity with whom the City has entered into this Contract to provide services as detailed in this Contract.

Construction Management Plan – Formal documentation prepared and maintained by the CM@Risk describing the sequence and duration of the activities to accomplish the Work within the Contract Time including but not limited to those items set forth in Section 2.2.

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Contingency, CM@Risk's - A fund to cover cost growth during the Project used at the discretion of the CM@Risk usually for costs that result from Project circumstances. The amount of the CM@Risk's Contingency will be negotiated as a separate line item in each GMP package. Use and management of the CM@Risk's Contingency is described in Section 2.6.

Contingency, Owner's – A fund to cover cost growth during the Project used at the discretion of the City usually for costs that result from City directed changes or unforeseen site conditions. The amount of the Owner's Contingency will be set by the City and will be in addition to the project costs included in the CM@Risk's GMP packages. Use and management of the Owner's Contingency is described in Section 2.6.

Contract Amount - The cost for services for this Contract as identified in Article 4.

Contract Documents - means the following items and documents in descending order of precedence executed by the City and the CM@Risk: (i) all written modifications, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; (iv) GMP Plans and Specifications.

Contract Time(s) - The number of days or the dates stated in this Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

Cost of the Work - The direct costs or stipulated rates necessarily incurred by the CM@Risk in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, building permit fees (if not paid for by City), materials testing, General Conditions Costs, and related items. The Cost of the Work shall not include the CM@Risk's Construction Fee.

Critical Path Schedule - The sequence of activities from the start of the Work to the Substantial Completion of the Project. Any delay in the completion of these activities will extend the Substantial Completion date.

Day - Calendar day unless otherwise specifically noted in the Contract Documents.

Deliverables – The work products prepared by the CM@Risk in performing the scope of work described in this Contract. Some of the major deliverables to be prepared and provided by the CM@Risk during the design phase may include but are not limited to: Construction Management Plan, Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Statement of Proposed MBE/WBE Utilization, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, and others as indicated in this Contract or required by the Project Team.

Design Professional - The qualified, licensed person, firm or corporation who furnishes design and/or construction administration services required for the Project.

Drawings (Plans) – Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by the CM@Risk during the construction phase and which have been prepared or approved by the Design Professional and the City. Includes Drawings that have reached a sufficient stage of completion and released by the Design Professional solely for the purposes of review and/or use in performing constructability or bidability reviews and in preparing cost estimates (e.g. conceptual design Drawings, preliminary design Drawings, detailed design Drawings at 30%, 60%, 90% or 100% or schematic, design development, construction documents), but *"not for construction"*. Shop Drawings are not Drawings as so defined.

Engineer —The qualified, licensed person, firm or corporation who furnishes engineering services required for the Project.

Float - The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

General Conditions Costs – Includes, but is not limited to the following types of costs for the CM@Risk during the construction phase: payroll costs for project manager or construction manager for Work conducted at the site; payroll costs for the superintendent and full-time general foremen; payroll costs for other management personnel resident and working on the site; workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.); administrative office personnel; costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses; utilities, fuel, sanitary facilities and telephone services at the site; costs of liability insurance premiums not included in labor burdens for direct labor costs; costs of bond premiums; costs of consultants not in the direct employ of the CM@Risk or Subcontractors; and fees for licenses. The General Conditions Costs shall be included in the Cost of the Work.

Guaranteed Maximum Price (GMP) – The sum of the maximum Cost of the Work, the CM@Risk's Construction Fee, and CM@Risk Contingency.

GMP Plans and Specifications – The plans and specifications provided pursuant to paragraph 2.6.5 upon which the Guaranteed Maximum Price Proposal is based.

Guaranteed Maximum Price (GMP) Proposal - The offer or proposal of the CM@Risk submitted on the prescribed form setting

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forth the GMP prices for the entire Work or portions of the Work to be performed during the construction phase. The GMP Proposal(s) are to be developed pursuant to Article 2 of this Contract.

Laws and Regulations - Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Milestones - A principal event in the performance of the Work that the Contract requires CM@Risk to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

Notice of Intent to Award—The written notice by City to a respondent to the City's solicitation of the Project of City's intent to accept a certain respondent's proposal.

Notice to Proceed (NTP) Letter - A written notice given by City to the CM@Risk fixing the date on which the CM@Risk will start to perform the CM@Risk's obligations under this Contract.

Payment Request - The form that is accepted by the City and used by the CM@Risk in requesting progress payments or final payment and which will include such supporting documentation as is required by the Contract Documents and or the City.

Project - The works to be completed in the execution of this Contract as described in the Recitals above and Exhibit A attached.

Project Budget - The amounted budgeted by the City for the Project and the Work.

Project Schedule - A schedule, prepared and maintained by CM@Risk, describing the sequence and duration of the activities comprising the CM@Risk's plan to accomplish the Work within the Contract Times.

Project Team – Design phase services team consisting of the Design Professional, CM@Risk, City's Project Manager, City's Client Department representatives and other stakeholders who are responsible for making decisions regarding the Project.

Schedule of Values (SOV) – Document specified in the construction phase Contract, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price. The SOV may or may not be output from the Project Schedule depending on if the Project Schedule is cost-loaded or not.

Shop Drawings - All drawings, diagrams, schedules, and other data specifically prepared for the Work by the CM@Risk or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Site – The land or premises on which the Project is located.

Specifications - The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subconsultant - A person, firm or corporation having a contract with the CM@Risk at any tier to furnish services required as its independent professional associate or consultant with respect to the Project.

Subcontractor - An individual or firm having a direct contract with the CM@Risk or any other individual or firm having a contract with the aforesaid contractors at any tier, who undertakes to perform a part of the design phase services or construction phase Work at the site for which the CM@Risk is responsible. Subcontractors will be selected through the Subcontractor bid process described in paragraph 2.7 of this Contract.

Substantial Completion - When the Work, or an agreed upon portion of the Work, is sufficiently complete so that City can occupy and use the Project or a portion thereof for its intended purposes. This may include, but is not limited to: (i) approval by City Fire Marshall and local authorities, unless such approval is not granted for reasons beyond CM@Risk's responsibility or control; (ii) all systems in place, functional, and displayed to the City or its representative; (iii) all materials and equipment installed; (iv) all systems reviewed and accepted by the City; (v) draft O&M manuals and record documents reviewed and accepted by the City; (vi) City operation and maintenance training complete; (vii) landscaping and site work; and (viii) final cleaning. The conditions of Substantial Completion that do not apply to a specific GMP will be listed in the Notice to Proceed Letter pursuant to the Construction Phase contract.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CM@Risk or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CM@Risk or any Subcontractor.

Work - The entire completed construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor, services and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

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ARTICLE 2 – BASIC DESIGN PHASE SERVICES

2.1 GENERAL

2.1.1 The CM@Risk, to further the interests of the City, will perform the services required by, and in accordance with this Contract, to the satisfaction of the City's Designated Project Manager, exercising the degree of care, skill and judgment a professional construction manager performing similar services in Denton, Texas would exercise at such time, under similar conditions. The CM@Risk will, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practice. The services being provided under this Contract will not alter any real property owned by the City.

2.1.2 Program Evaluation: As a participating member of the Project Team, the CM@Risk will provide to the City and Design Professional a written evaluation of the Project and Project Budget, with recommendations as to the appropriateness of each.

2.1.3 Project Meetings: The CM@Risk will attend Project Team meetings which may include, but are not limited to, regular Project management meetings, Project workshops, special Project meetings, construction document rolling reviews and partnering sessions.

2.1.4 The CM@Risk will provide design phase services described herein, in a proactive manner and consistent with the intent of the most current Drawings and Specifications. The CM@Risk will promptly notify the City in writing whenever the CM@Risk determines that any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work requiring an adjustment in the cost estimate, Project Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such are established.

2.1.5 The CM@Risk, when requested by the City, will attend, make presentations, and participate as may be appropriate in public agency and or community meetings, germane to the Project. The CM@Risk will provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or apropos in any such public agency meetings.

2.2 CONSTRUCTION MANAGEMENT PLAN

2.2.1 The CM@Risk will prepare a Construction Management Plan (CMP), which may include the CM@Risk's professional opinions concerning: (a) Project Milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project, (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (c) alternate strategies for fast- tracking and/or phasing the construction, (d) the number of separate subagreements to be awarded to Subcontractors and Suppliers for the Project construction, (e) permitting strategy, (f) safety and training programs, (g) construction quality control, (h) a commissioning program, (i) the cost estimate and basis of the model, and (j) a matrix summarizing each Project Team member's responsibilities and roles.

2.2.2 The CM@Risk may add detail to its previous version of the CMP to keep it current throughout the design phase, so that the CMP is ready for implementation at the start of the construction phase. The update/revisions may take into account (a) revisions in Drawings and Specifications; (b) the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the City, Design Professional, or the CM@Risk, (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and right of way, (d) the fast- tracking if any of the construction, or other chosen construction delivery methods, (e) the requisite number of separate bidding documents to be advertised, (f) the status of the procurement of long-lead time equipment (if any) and/or materials, and (g) funding issues identified by the City.

2.3 PROJECT SCHEDULE

2.3.1 The fundamental purpose of the "Project Schedule" is to identify, coordinate, and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Project Schedule requirements. The CM@Risk will, however, develop and maintain the "Project Schedule" on behalf of and to be used by the Project Team based on input from the other Project Team members. The Project Schedule will be consistent with the most recent revised/updated CMP. The Project Schedule will use the Critical Path Method (CPM) technique, unless required otherwise, in writing by the City. The CM@Risk will use scheduling software to develop the Project Schedule that is acceptable to the City. The Project Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Project Schedule will indicate milestone dates for the phases once determined.

2.3.2. The Project Schedule shall include a Critical Path Method (CPM) diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.

2.3.2.1 The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time scaled

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graphical format for the Project as a whole.

2.3.2.2 The CPM diagram schedule shall indicate all relationships between activities.

2.3.2.3 The activities making up the schedule shall be sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.

2.3.2.4 The CPM diagram schedule shall be based upon activities, which would coincide with the schedule of values but the Project Schedule is not required to be cost-loaded.

2.3.2.5 The CPM diagram schedule shall show all submittals associated with each work activity and the review time for each submittal.

2.3.2.6 The schedule shall show Milestones, including Milestones for City-furnished information, and shall include activities for City-furnished equipment and furniture when those activities are interrelated with the CM@Risk activities.

2.3.2.7 The schedule shall include a critical path activity that reflects anticipated rain delay during the performance of the contract. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the site. Weather data shall be based on information provided by the National Weather Services or other approved source.

2.3.3 The Project Schedule shall consider the City's and the tenants' occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.

2.3.4 Float time shall be as prescribed below:

2.3.4.1 The total Float within the overall schedule, is not for the exclusive use of either the City or the CM@Risk, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract milestones and the Project completion date.

2.3.4.2 The CM@Risk shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Substantial Completion date.

2.3.4.3 Since Float time within the schedule is jointly owned, it is acknowledged that City-caused delays on the Project may be offset by City-caused time savings (i.e., critical path submittals returned in less time than allowed by the contract, approval of substitution requests and credit changes which result in savings of time to the CM@Risk, etc.). In such an event, the CM@Risk shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

2.3.5 The Project Schedule will be updated and maintained by the CM@Risk throughout the design phase such that it will not require major changes at the start of the construction phase to incorporate the CM@Risk's plan for the performance of the construction phase Work. The CM@Risk will provide updates and/or revisions to the Project Schedule for use by the Project Team, whenever required, but no less often than at the monthly Project Team meetings. The CM@Risk will include with such submittals a narrative describing its analysis of the progress achieved to-date vs. that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

2.3.6 Project Phasing: If phased construction is deemed appropriate and the City and Design Professional approve, the CM@Risk will review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. The CM@Risk will take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

2.4 DESIGN DOCUMENT REVIEWS

2.4.1 The CM@Risk will evaluate periodically the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the cost estimate, GMP Proposals and/or the Project Schedule.

2.4.2 The CM@Risk will recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for the CM@Risk to construct the Project. Before initiating construction operations, the CM@Risk may request additional investigations in their GMP Proposal to improve the adequacy and completeness of the site condition information and data made available with the Construction Documents.

2.4.3 The CM@Risk will meet with the Project Team as required to review designs during their development. The CM@Risk will familiarize itself with the evolving documents through the various design phases. The CM@Risk will proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility

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and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. The CM@Risk will furthermore maintain a project decision and trend log as design develops and advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as concerns that exist with respect to coordination of the Drawings and Specifications. The CM@Risk will recommend cost effective alternatives.

2.4.4 The CM@Risk will routinely conduct constructability and bidability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews will attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, and coordination of Work of Subcontractors and Suppliers.

2.4.4.1 Constructability Reviews: The CM@Risk will evaluate whether (a) the Drawings and Specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Drawings and Specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of Work required by or inferable from the Drawings and Specifications are practicable, and (g) the design has taken into consideration efficiency issues concerning access and entrance to the site, laydown, and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues.

2.4.4.2 Bidability Reviews: The CM@Risk will check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) Specifications include alternatives in the event a requirement cannot be met in the field, and (d) in its professional opinion, the Project is likely to be subject to differing site conditions.

2.4.4.3 The results of the reviews will be provided to the City in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications, and other documents. If requested by the City, the CM@Risk will meet with the City and Design Professional to discuss any findings and review reports.

2.4.4.4 The CM@Risk's reviews will be from a contractor's perspective, and though it will serve to reduce the number of Requests for Information (RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications will remain with the Design Professional and not the CM@Risk.

2.4.5 Notification of Variance or Deficiency: It is the CM@Risk's responsibility to assist the Design Professional in ascertaining that, in the CM@Risk's professional opinion, the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If the CM@Risk recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations, it will promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency. However, the Design Professional is ultimately responsible for the compliance with those laws, statutes, ordinances, building codes, rules and regulations.

2.4.6 Alternate Systems Evaluations: The Project Team will routinely identify and evaluate using value engineering principles any alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a quality and functional product. If the Project Team agrees, the CM@Risk in cooperation with the Design Professional will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. The Project Team will decide which alternatives will be incorporated into the Project. The Design Professional will have full responsibility for the incorporation of the alternatives into the Drawings and Specifications. The CM@Risk will include the cost of the alternatives into the cost estimate and any GMP Proposals.

2.5 COST ESTIMATES

2.5.1 Unless otherwise agreed by both parties, within 14 Days after receipt of the documents for the various phases of design, the CM@Risk shall provide a complete and detailed cost estimate and a written review of the documents. The cost estimate should include all cost categories except Owner's Contingency included in the GMP Proposal identified in Exhibit C attached. The Design Professional and CM@Risk shall reconcile any disagreements on the estimate to arrive at an agreed cost. If no consensus is reached, the City will make the final determination.

2.5.2 If any estimate submitted to the City exceeds previously accepted estimates or the City's Project Budget, the CM@Risk shall make appropriate recommendations on methods and materials to the City and Design Professional that he believes will bring the project back into the Project Budget.

2.5.3 In between these Milestone estimates, the CM@Risk shall periodically provide a tracking report which identifies the upward or downward movements of costs due to design development, value engineering or scope changes. It shall be the responsibility of the CM@Risk to keep the City and Design Professional informed as to the major trend changes in costs relative to the City's budget.

2.5.4 If requested by the City, the CM@Risk shall prepare a preliminary "cash flow" projection based upon historical records of similar type projects to assist the City in the financing process.

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2.6 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

2.6.1.1 The proposed GMP for the entire Work (or portions thereof) will be presented in a format acceptable to the City (see Exhibit C attached). CM@Risk must verify with the City the current Exhibit C requirements and procedures when entering into these services.

2.6.1.2 The City may request a GMP Proposal for all or any portion of the Project and at any time during the design phase. Any GMP Proposals submitted by the CM@Risk will be based on and consistent with the current update/revised cost estimate at the time of the request, the associated estimates for construction costs and include any clarifications or assumptions upon which the GMP Proposal(s) are based.

2.6.2 Guaranteed Maximum Price is comprised of the following not-to-exceed cost reimbursable or lump sum amounts defined below.

2.6.2.1 The Cost of the Work is actual costs and is a not-to-exceed, reimbursable amount.

2.6.2.2 The General Conditions Costs are a firm fixed lump sum amount included as a Cost of the Work and that will include bonds and insurance premiums based on the full contract price for construction.

2.6.2.3 The Construction Fee is 7 % of the Cost of the Work.

2.6.2.4 CM@Risk's Contingency is an amount the CM@Risk may use under the following conditions: (1) at its discretion for increases in the Cost of the Work, or (2) with written approval of the City for increases in General Condition Costs. CM@Risk's Contingency is assumed to be a direct project cost so will receive all markups at the time of GMP submission.

2.6.2.5 Taxes are deemed to include all sales, use, consumer, and other taxes which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective or merely scheduled to go into effect. Taxes are actual costs and are included as a Cost of the Work.

2.6.3 Owner's Contingency are funds to be used at the discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen site conditions. Owner's Contingency will be added to the GMP amount provided by the CM@Risk, the sum of which will be the full contract price for construction. Markups for Construction Fee and taxes will be applied by the CM@Risk at the time that Owner's Contingency is used.

2.6.4 GMPs are cumulative including CM@Risk Contingency. The amount of CM@Risk Contingency for each GMP amendment will be negotiated separately and shall reflect the CM@Risk's risk from that point in the project forward.

2.6.5 The CM@Risk will prepare its GMP in accordance with the City's request for GMP Proposal requirements based on the most current completed plans and specifications at that time. The CM@Risk shall provide a list of drawings and specifications upon which its proposed GMP is based. These documents will be identified as the GMP Plans and Specifications.

2.6.6 An updated/revised Project Schedule will be included with any GMP Proposal(s) that reflects the GMP Plans and Specifications. Any such Project Schedule updates/revisions will continue to comply with the requirements of paragraph 2.3.

2.6.7 GMP savings resulting from a lower actual project cost than anticipated by the CM@Risk remaining at the end of the project will revert to City.

2.6.7.1 GMP Proposal(s) Review and Approval

2.6.7.2 The CM@Risk will meet with the City and Design Professional to review the GMP Proposal(s) and the written statement of its basis. As part of the statement of basis, the CM@Risk shall identify and justify any costs that are significantly different than the latest cost estimate provided by the CM@Risk. In the event the City or Design Professional discovers inconsistencies or inaccuracies in the information presented, the CM@Risk will make adjustments as necessary to the GMP Proposal, its basis or both.

2.6.7.3 The City upon receipt of any GMP proposal from the CM@Risk, may submit the GMP Plans and Specifications to an independent third party or to the Design Professional for review and verification. The third party or Design Professional will develop an independent estimate of the Cost of the Work and review the Project Schedule for the associated scope of the GMP Proposals.

2.6.7.4 If the CM@Risk GMP Proposal is greater than the independent third party or Design Professional's estimate, the City may require the CM@Risk to reconfirm its GMP Proposal. The CM@Risk will accept the independent third party's or Design Professional's estimate for the Cost of Work as part of his GMP or present a report within seven days of a written request to the City identifying, explaining, and substantiating the differences. The CM@Risk may be requested to, or at its own discretion, submit a revised GMP Proposal for consideration by the City. At that time, the City may do one of the following.

(a) Accept the CM@Risk original or revised GMP Proposal, if within the City's budget, without comment.

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(b) Accept the CM@Risk original or revised GMP Proposal that exceeds the City's budget and indicate in writing to the CM@Risk that the Project Budget has been increased to fund the differences.

(c) Reject the CM@Risk's original or revised GMP Proposal because it exceeds the City's budget, the independent third parties or Design Professional's estimate, in which event, the City may terminate this Contract and/or elect to not enter into a separate contract with the CM@Risk for the construction phase associated with the scope of Work reflected in the GMP Proposal.

2.6.7.5 If during the review and negotiation of GMP Proposals design changes are required, the City will authorize and cause the Design Professional to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents will be furnished to the CM@Risk. The CM@Risk will promptly notify the Design Professional and City in writing if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.

2.7 MAJOR SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

2.7.1 The selection of major Subcontractors and major Suppliers may occur prior to submission of a GMP Proposal. Major Subcontractors may be selected based on qualifications or a combination of qualifications and price. Subcontractors shall not be selected based on price alone. Except as noted below, the selection of major Subcontractors/Suppliers is the responsibility of the CM@Risk. In any case, the CM@Risk is solely responsible for the performance of the selected Subcontractors/Suppliers.

2.7.1.1 The CM@Risk will prepare a Subcontractor/Supplier selection plan and submit the plan to the City for approval. This subcontractor selection plan shall identify those subcontractor trades anticipated to be pre-qualified by qualifications and competitive bid in accordance with Section 2.7.2 and subcontractor trades will not be pre-qualified through a formalized qualifications-based selection process (competitively bid only). The subcontractor selection plan must be consistent with the selection requirements included in this Contract and the provisions of Chapter 2269 of the Texas Government Code.

2.7.2 Selection by qualifications and competitive bid - The CM@Risk shall apply the subcontractor selection plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the City with its process to prequalify prospective subcontractors and suppliers. All Work for major Subconsultants and major Suppliers shall then be competitively bid to the prequalified Subcontractors. Competitive bids may occur prior to or after the GMP Proposal(s).

2.7.2.1 The CM@Risk will develop Subcontractor and Supplier interest, submit the names of a minimum of three qualified Subcontractors or Suppliers for each trade in the Project for approval by the City and solicit bids for the various Work categories. If there are not three qualified Subcontractors/Suppliers available for a specific trade or there are extenuating circumstances warranting such, the CM@Risk may request approval by the City to submit less than three names. Without prior written notice to the City, no change in the recommended Subcontractors/Suppliers will be allowed.

2.7.2.2 If the City objects to any nominated Subcontractor/Supplier or to any recommended self-performed Work bidding opportunities for good reason, the CM@Risk will nominate a substitute Subcontractor/Supplier that is acceptable to the City.

2.7.2.3 The CM@Risk will distribute Drawings and Specifications, and when appropriate, conduct a prebid conference with prospective Subcontractors and Suppliers.

2.7.2.4 If the CM@Risk desires to self-perform certain portions of the Work, it will request to be one of the approved Subcontractor bidders for those specific bid packages. The CM@Risk's bid will be evaluated in accordance with the process identified below. If events warrant and the City concurs that in order to ensure compliance with the Project Schedule and/or cost, or if a Subcontractor is terminated the CM@Risk may self-perform Work without re-bidding the Work.

2.7.2.5 The CM@Risk shall request the pre-qualified subcontractors to provide a detailed bid for the services requested. The subcontractor bid, provided on the subcontractors' letterhead, shall contain sufficient information (i.e. unit costs/amounts) to allow an evaluation of the reasonableness of bid costs. The CM@Risk shall receive, open, record and evaluate the bids. The apparent low bidders will be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals the CM@Risk, in addition to bid price, may consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractor/Supplier bids will be done with the City Representative in attendance to observe and witness the process. The CM@Risk will resolve any Subcontractor/Supplier bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of the Work.

2.7.3 The CM@Risk will be required to prepare two different reports on the subcontracting process.

2.7.3.1 Within fifteen Days after each major Subcontractor/Supplier bid opening process, the CM@Risk will prepare a report for the City's review and approval identifying the recommended Subcontractors/Supplier for each category of Work. The report will provide (a) the name of the recommended Subcontractor/Supplier and the amount of the Subcontractor/Supplier bid for each subagreement, (b) the sum of all recommended Subcontractor/Supplier bids received, (c) a copy of the bids received from each Subcontractor,

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and (d) trade work and its cost that the CM@Risk intends to self-perform, if any.

2.7.3.2 Upon completion of the Subcontractor/Supplier bidding process, the CM@Risk shall submit a summary report to the City of the entire Subcontractor/Supplier selection process. The report will indicate, by bid process, all Subcontractors/Suppliers contacted to determine interest, the Subcontractors/Suppliers solicited, the bids received, and costs negotiated, and the recommended Subcontractors/Suppliers for each category of Work.

2.7.4 The approved Subcontractors/Suppliers will provide a Schedule of Values that reflects their final accepted bid proposal, which will be used to create the overall Project Schedule of Values.

2.7.5 If after receipt of sub-bids or after award of Subcontractors and Suppliers, the City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, the CM@Risk will nominate a substitute Subcontractor or Supplier, preferably, if such option is still available, from those who submitted Subcontractor bids for the Work affected. Once such substitute Subcontractors and Suppliers are consented to by the City, the CM@Risk's proposed GMP for the Work or portion thereof will be correspondingly adjusted to reflect any higher or lower costs from any such substitution.

2.7.6 Promptly after receipt of the Notice of Intent to Award, the City will conduct a pre-award conference with the CM@Risk and other Project Team members. At the pre-award conference, the CM@Risk will (a) review the nominated slate of Subcontractors and Suppliers and discuss any concerns with or objections that the City has to any nominated Subcontractor or Supplier; (b) discuss City concerns relating to any proposed self- performed Work; (c) review the CM@Risk's proposed Contract Price for the Work during the construction phase; (d) discuss the conditions, if any, under which the City will agree to leave any portion of the remaining CM@Risk Contingency within the Contract Price for the construction phase Work; (e) resolve possible time frames for the Date of commencement of the Contract Time for the construction phase Work; (f) schedule the pre-construction conference; and (g) discuss other matters ofimportance.

ARTICLE 3 – PERIOD OF SERVICES

3.1 The design phase services described in this Contract will be performed by CM@Risk in accordance with the most current update/revised Project Schedule. Failure on the part of the CM@Risk to adhere to the Project Schedule requirements for activities for which it is responsible will be sufficient grounds for termination of this Contract by the City.

3.1.1 Upon failure to adhere to the approved schedule, City may provide written notice to CM@Risk that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within three days of CM@Risk's receipt of such notice.

3.2 If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday, or holiday for the City, then said obligation will be due and owing, and said time period will expire, on the first day thereafter which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth herein, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Denton time) on the day of performance.

ARTICLE 4 – CONTRACT AMOUNT AND PAYMENTS

4.1 CONTRACT AMOUNT

4.1.1 Based on the design phase services fee proposal submitted by the CM@Risk and accepted by the City (which by reference is made a part of this Contract); the City will pay the CM@Risk a lump sum fee in the amount of $2,252,441.

Additional services as described in subsection 4.3:	$200,000
Total Contract Amount, not to exceed,	$2,452,441

4.2 PAYMENTS

4.2.1 Requests for monthly payments by the CM@Risk for design phase services will be submitted in a form acceptable to the City and will be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment will include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum shall be made in accordance with the percentage of work completed during the preceding month. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on that service during the preceding month.

4.2.2 The fees for additional design phase services provided by the CM@Risk and any Subcontractors or Subconsultants will be based upon the hourly rate schedule included as Exhibit B, attached.

4.2.3 The CM@Risk will pay all sums due Subconsultants for services and reimbursable expenses within 14 calendar days after the CM@Risk has received payment for those services from the City. In no event will the City pay more than 95 percent

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of the Contract Amount until final acceptance of all design phase services, and award of the final approved GMP for the entire Project by City Council.

4.2.4 THE CM@RISK AGREES THAT NO CHARGES OR CLAIMS FOR COSTS OR DAMAGES OF ANY TYPE WILL BE MADE BY IT FOR ANY DELAYS OR HINDRANCES BEYOND THE REASONABLE CONTROL OF THE CITY DURING THE PROGRESS OF ANY PORTION OF THE SERVICES SPECIFIED IN THIS CONTRACT. SUCH DELAYS OR HINDRANCES, IF ANY, WILL BE SOLELY COMPENSATED FOR BY AN EXTENSION OF TIME FOR SUCH REASONABLE PERIOD AS MAY BE MUTUALLY AGREED BETWEEN THE PARTIES. IT IS UNDERSTOOD AND AGREED, HOWEVER, THAT PERMITTING THE CM@RISK TO PROCEED TO COMPLETE ANY SERVICES, IN WHOLE OR IN PART AFTER THE DATE TO WHICH THE TIME OF COMPLETION MAY HAVE BEEN EXTENDED, WILL IN NO WAY ACT AS A WAIVER ON THE PART OF THE CITY OF ANY OF ITS LEGAL RIGHTS HEREIN.

4.2.5 If any service(s) executed by the CM@Risk is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of the CM@Risk, the CM@Risk is to be paid for the services performed prior to the abandonment or suspension.

4.3 ADDITIONAL DESIGN PHASE SERVICES

4.3.1 The following additional services will be required for the successful completion of this Project. Mark- ups are not authorized and only the reimbursables specifically identified below will be reimbursed as authorized herein:

4.3.1.1 When authorized by the City, the CM@Risk shall provide special project services as requested by the City. The scope and cost of these services shall be negotiated as the need is identified and shall be based on the hourly rates agreed to under this contract. The cost for these special services shall not exceed $200,000 without further approval of the City.

4.3.1.2 When authorized by the City, the CM@Risk will be entitled to reimbursement at cost for direct expenses related to its performance of design phase services.

ARTICLE 5 - CITY'S RESPONSIBILITIES

5.1 The City, at no cost to the CM@Risk, will furnish the following information:

5.1.1 One copy of data the City determines pertinent to the work. However, the CM@Risk will be responsible for searching the records and requesting information it deems reasonably required for the Project.

5.1.2 All available data and information pertaining to relevant policies, standards, criteria, studies, etc.

5.1.3 The name of the City employee or City's representative who will serve as the Project Manager during the term of this Contract. The Project Manager has the authority to administer this Contract and will monitor the CM@Risk's compliance with all terms and conditions stated herein. All requests for information from or decisions by the City on any aspect of the work or Deliverables will be directed to the Project Manager.

5.2 The City additionally will:

5.2.1 Contract separately with one or more design professionals to provide architectural and/or engineering design services for the Project. The scope of services for the Design Professional will be provided to the CM@Risk for its information. The CM@Risk will have no right, to limit or restrict any changes of such services that are otherwise mutually acceptable to the City and Design Professional.

5.2.2 Supply, without charge, all necessary copies of programs, reports, drawings, and specifications reasonably required by the CM@Risk except for those copies whose cost has been reimbursed by the City.

5.2.3 Provide the CM@Risk with adequate information in its possession or control regarding the City's requirements for the Project.

5.2.4 Give prompt written notice to the CM@Risk when the City becomes aware of any default or defect in the Project or non-conformance with the Drawings and Specifications, or any of the services required hereunder. Upon notice of failure to perform, the City may provide written notice to CM@Risk that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within three days of CM@Risk's receipt of such notice.

5.2.5 Notify the CM@Risk of changes affecting the budget allocations or schedule.

5.3 The City's Project Manager will have authority to approve the Project Budget and Project Schedule, and render decisions and furnish information the City's Project Manager deems appropriate to the CM@Risk.

ARTICLE 6 – CONTRACT CONDITIONS

6.1 PROJECT DOCUMENTS AND COPYRIGHTS

6.1.1 City Ownership of Project Documents: All work products (electronically or manually generated) including but not limited

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to: cost estimates, studies, design analyses, Computer Aided Drafting and Design (CADD) digital files, and other related documents which are prepared specifically in the performance of this Contract (collectively referred to as Project Documents) are to be and remain the property of the City and are to be delivered to the Project Manager before the final payment is made to the CM@Risk. Nonetheless, in the event these Projects Documents are altered, modified or adapted without the written consent of the CM@Risk, which consent the CM@Risk will not unreasonably withhold, the City agrees to hold the CM@Risk harmless to the extent permitted by law, from the legal liability arising out of and or resulting from the City's alteration, modification or adaptation of the Project Documents.

6.1.2 CM@Risk to Retain Copyrights: The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by the CM@Risk, its Subconsultants or personnel, during the course of performing this Contract or arising out of the Project will belong to the CM@Risk, but will remain available for use by the City for this Project under the terms of this Contract.

6.1.3 License to City for Reasonable Use: The CM@Risk hereby grants, and will require its Subconsultants to grant, a license to the City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Project Documents, works or Deliverables developed or created for the Project and this Contract. This license will also include the making of derivative works. In the event that the derivative works require the City to alter or modify the Project Documents, then paragraph 6.1.1 applies.

6.1.4 Documents to Bear Seal: When applicable and required by state law, the CM@Risk and its Subconsultants will endorse by a Texas professional seal all plans, works, and Deliverables prepared by them for this Contract.

6.2 COMPLETENESS AND ACCURACY OF CM@RISK'S WORK

6.2.1 The CM@Risk will be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other design phase Deliverables prepared or compiled pursuant to its obligations under this Contract and will at its sole own expense correct its work or Deliverables. Any damage incurred by the City as a result of additional construction cost caused by such willful or negligent errors, omissions or acts shall be chargeable to the CM@Risk to the extent that such willful or negligent errors, omissions and acts fall below the standard of care and skill that a professional CM@Risk in Denton, Texas would exercise under similar conditions. The fact that the City has accepted or approved the CM@Risk's work or Deliverables will in no way relieve the CM@Risk of any of its responsibilities under the Contract, nor does this requirement to correct the work or Deliverable constitute a waiver of any claims or damages otherwise available by law or Contract to the City. Correction of errors, omissions and acts discovered on architectural or engineering plans and specifications shall be the responsibility of the Design Professional.

6.3 ALTERATION IN CHARACTER OF WORK

6.3.1 In the event an alteration or modification in the character of Work or Deliverable results in a substantial change in this Contract, thereby materially increasing or decreasing the scope of services, cost of performance, or Project Schedule, the Work or Deliverable will nonetheless be performed as directed by the City. However, before any altered or modified Work begins, a Change Order or amendment will be approved and executed by the City and the CM@Risk. Such Change Order or amendment will not be effective until approved by the City.

6.3.2 Additions to, modifications, or deletions from the Project provided herein may be made, and the compensation to be paid to the CM@Risk may accordingly be adjusted by mutual agreement of the contracting parties.

6.3.3 No claim for extra work done or materials furnished by the CM@Risk will be allowed by the City except as provided herein, nor will the CM@Risk do any work or furnish any material(s) not covered by this Contract unless such work or material is first authorized in writing. Work or material(s) furnished by the CM@Risk without such prior written authorization will be the CM@Risk's sole jeopardy, cost, and expense, and the CM@Risk hereby agrees that without prior written authorization no claim for compensation for such work or materials furnished will be made.

6.4 DATA CONFIDENTIALITY

6.4.1 As used in the Contract, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence, and any other similar documents or information prepared by or obtained by the CM@Risk in the performance of this Contract.

6.4.2 The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the CM@Risk in connection with the CM@Risk's performance of this Contract is confidential and proprietary information belonging to the City to the extent allowed by Texas law.

6.4.3 The CM@Risk will not divulge data to any third party without prior written consent of the City. The CM@Risk will not use the data for any purposes except to perform the services required under this Contract. These prohibitions will not apply to the following data:

6.4.3.1 Data which was known to the CM@Risk prior to its performance under this Contract unless such data was acquired in connection with work performed for the City.

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6.4.3.2 Data which was acquired by the CM@Risk in its performance under this Contract and which was disclosed to the CM@Risk by a third party, who to the best of the CM@Risk's knowledge and belief, had the legal right to make such disclosure and the CM@Risk is not otherwise required to hold such data in confidence; or

6.4.3.3 Data, which is required to be disclosed by the CM@Risk by virtue of law, regulation, or court, including but not limited to the Texas Public Information Act, Texas Government Code Chapter 552.

6.4.4 In the event the CM@Risk is required or requested to disclose data to a third party, or any other information to which the CM@Risk became privy as a result of any other contract with the City, the CM@Risk will first notify the City as set forth in this Article of the request or demand for the data. The CM@Risk will timely give the City sufficient facts, such that the City can have a meaningful opportunity to either first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure.

6.4.5 The CM@Risk, unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by the City, will promptly deliver, as set forth in this section, a copy of all data to the City. All data will continue to be subject to the confidentiality agreements of this Contract.

6.4.6 The CM@Risk assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this section are violated by the CM@Risk, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this section will be deemed to cause irreparable harm that justifies injunctive relief in court.

6.5 PROJECT STAFFING

6.5.1 Prior to the start of any work or Deliverable under this Contract, the CM@Risk will submit to the City, an organization chart for the CM@Risk staff and Subconsultants and detailed resumes of key personnel listed in its response to the City's Request for Qualifications or subsequent fee proposals (or revisions thereto), that will be involved in performing the services prescribed in the Contract. Unless, otherwise informed, the City hereby acknowledges its acceptance of such personnel to perform such services under this Contract. In the event the CM@Risk desires to change such key personnel from performing such services under this Contract, the CM@Risk will submit the qualifications of the proposed substituted personnel to the City for prior approval. Key personnel will include, but are not limited to, principal-in-charge, project manager, superintendent, project director or those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning.

6.5.2 The CM@Risk will maintain an adequate number of competent and qualified persons, as determined by the City, to ensure acceptable and timely completion of the scope of services described in this Contract throughout the period of those services. If the City objects, with reasonable cause, to any of the CM@Risk's staff, the CM@Risk will take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel acceptable to the City.

6.6 INDEPENDENT CONTRACTOR

6.6.1 The CM@Risk is and will be an independent contractor and whatever measure of control the City exercises over the work or Deliverable pursuant to the Contract will be as to the results of the work only. No provision in this Contract will give or be construed to give the City the right to direct the CM@Risk as to the details of accomplishing the work or Deliverable. These results will comply with all applicable laws and ordinances.

6.7 SUBCONSULTANTS

6.7.1 Prior to beginning the work or Deliverable, the CM@Risk will furnish the City for approval, the names of all Subconsultants, if any, to be used on this Project. Subsequent changes are subject to the approval of the City.

6.8 TERMINATION

6.8.1 The City and the CM@Risk hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any or all services provided for in this Contract, or abandon any portion of the Project for which services have been performed by the CM@Risk.

6.8.2 In the event the City abandons any or all of the services or any part of the services as herein provided, the City will so notify the CM@Risk in writing, and the CM@Risk will immediately after receiving such notice is to discontinue advancing the Work specified under this Contract and mitigate the expenditure, if any, of costs resulting from such abandonment or termination.

6.8.3 The CM@Risk, upon such termination or abandonment, will promptly deliver to the City all reports, estimates and other work or Deliverable entirely or partially completed, together with all unused materials supplied by the City.

6.8.4 The CM@Risk will appraise the work completed and submit an appraisal to the City for evaluation. The City will have the right to inspect the CM@Risk's work or Deliverable to appraise the work completed.

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6.8.5 The CM@Risk will receive compensation in full for services satisfactorily performed to the date of such termination and the reasonable costs and expenses attributable to such termination. The fee will be paid in accordance with Article 4 of this Contract and will be an amount mutually agreed upon by the CM@Risk and the City. If there is no mutual agreement, the final determination will be made in accordance with paragraph 6.9, "Disputes". However, in no event will the fee exceed that set forth in Article 4 or as amended in accordance with paragraph 6.3, "Alteration in Character of Work". The City will make the final payment within sixty Days after the CM@Risk has delivered the last of the partially or otherwise completed work items and the final fee has been agreed upon.

6.9 DISPUTES

6.9.1 In any unresolved dispute arising out of an interpretation of this Contract or the duties required therein, the final determination at the administrative level will be made by the City Manager or their designee.

6.10 WITHHOLDING PAYMENT

6.10.1 The City reserves the right to withhold funds from the City's progress payments up to the amount equal to the claims the City may have against the CM@Risk, until such time that a settlement on those claims has been reached.

6.11 RECORDS/AUDIT

6.11.1 Records of the CM@Risk's direct personnel payroll, reimbursable expenses pertaining to this Project, and records of accounts between the City and CM@Risk will be kept on a generally recognized accounting basis and shall be available for up to three years following final completion of the Project. The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the CM@Risk's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate this Contract and any Change Orders. The City reserves the right to decrease Contract Amount and/or payments made on this Contract if, upon audit of the CM@Risk's records, the audit discloses the CM@Risk has provided false, misleading, or inaccurate cost and pricing data.

6.11.2 The CM@Risk will include a provision similar to paragraph 6.11.1 in all of its agreements with Subconsultants, Subcontractors, and Suppliers providing services under this Contract to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants', Subcontractors', and Suppliers' records to verify the accuracy of cost and pricing data. The City reserves the right to decrease Contract Amount and/or payments made on this Contract if the above provision is not included in Subconsultant, Subcontractor, and Supplier contracts, and one or more of those parties do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

6.12 INDEMNIFICATION

6.12.1 The CM@Risk agrees to defend, indemnify and hold harmless the City of Denton, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the Project, their officers, agents and employees, hereinafter individually and collectively referred to as "indemnitee", from all suits and claims, including attorney's fees and cost of litigation, actions, losses, damage, expenses, costs or claims of any character or any nature arising out of the Work or Deliverable done in fulfilling the terms of this Contract, or on account of any act, claim or amount arising out of or recovered under Workers' Compensation Law, or arising out of the failure of the CM@Risk to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the CM@Risk will be responsible for primary loss investigation, defense, and judgment costs where this Contract of indemnity applies. In consideration of the award of this contract, the CM@Risk agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the CM@Risk for the City.

6.13 NOTICES

6.13.1 Unless otherwise provided, any notice, request, instruction, or other document to be given under this Agreement by any party to any other party shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail, or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

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To City:	City of Denton Purchasing Manager – File 8289 901B Texas Street Denton, TX 76201 City of Denton David Brown – Project Manager 901A Texas Street Denton, TX 76201
To CM@Risk	Stephen Bradford Sundt Construction, Inc. 2015 W. River Rd. #101 Tucson, AZ 85704
Copy to: Design Professional	Colton Hermes

Or to other such place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept, or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver.

6.14 EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

6.14.1 The CM@Risk will comply with the provisions of this Contract, pertaining to discrimination and accepting applications or hiring employees. The CM@Risk will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age, or disability nor otherwise commit an unfair employment practice. The CM@Risk will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment, without regard to their race, color, religion, gender or national origin, age or disability. Such action will include but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship as well as all other labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Contract. The CM@Risk further agrees that this clause will be incorporated in all Subcontracts, and Subconsultants and Suppliers contracts associated with the Project and entered into by the CM@Risk.

6.15 COMPLIANCE WITH FEDERAL LAWS

6.15.1 The CM@Risk understands and acknowledges the applicability of the Americans With Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The CM@Risk agrees to comply with these and all laws in performing this Contract and to permit the City to verify such compliance.

6.16 CONFLICT OF INTEREST

6.16.1 To evaluate and avoid potential conflicts of interest, the CM@Risk will provide written notice to the City, as set forth in this section, of any work or services performed by the CM@Risk for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice will be given seven business days prior to commencement of the Project by the CM@Risk for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure will be sent to:

City of Denton
Attn: Purchasing Manager
Materials Management
901B Texas Street
Denton, TX 76209

6.16.2 Actions considered to be adverse to the City under this Contract include but are not limited to:

(a) Using data as defined in the Contract, acquired in connection with this Contract to assist a third party in pursuing administrative or judicial action against the City.

(b) Testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; and

(c) Using data to produce income for the CM@Risk or its employees independently of performing the services under this Contract, without the prior written consent of the City.

6.16.3 The CM@Risk represents that except for those persons, entities and projects previously identified in writing to the City, the services to be performed by the CM@Risk under this Contract are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the City.

6.16.4 The CM@Risk's failure to provide a written notice and disclosure of the information as set forth in this section will constitute

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a material breach of this Contract.

6.17 CONTRACTOR'S LICENSE

6.17.1 Prior to award of the Contract, the CM@Risk must provide to the City's Project Manager, its Contractor's License Classification and number, if any, and its Federal Tax I.D. number.

6.18 SUCCESSORS AND ASSIGNS

6.18.1 The City and the CM@Risk will each bind itself, and their partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Contract. Neither the City nor the CM@Risk will assign, sublet, or transfer its interest in this Contract without the written consent of the other. In no event will any contractual relation be created or be construed to be created as between any third party and the City.

6.19 FORCE MAJEURE

6.19 The City of Denton, the CM@Risk, and any Subcontractors shall not be responsible for performance under this Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton, the CM@Risk, and any Subcontractors. In the event of an occurrence under this Section, the City of Denton, the CM@Risk, and any Subcontractors will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the City of Denton, the CM@Risk, and any Subcontractors continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CM@Risk and any Subcontractors shall immediately notify the City of Denton Project Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

6.20 COVENANT AGAINST CONTINGENT FEES

6.20.1 The CM@Risk warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Denton has any interest, financially, or otherwise, in the firm. The City of Denton will in the event of the breach or violation of this warranty, have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Amount or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

6.21 NON-WAIVER PROVISION

6.21.1 The failure of either party to enforce any of the provisions of this Contract or to require performance by the other party of any of the provisions hereof will not be construed to be a waiver of such provisions, nor will it affect the validity of this Contract or any part thereof, or the right of either party to thereafter enforce each and every provision.

6.22 JURISDICTION

6.22.1 This Contract will be deemed to be made under and will be construed in accordance with and governed by the laws of the State of Texas, without regard to the conflicts or choice of law provisions thereof. Under the provisions of Chapter 272 of the Texas Local Government Code, the City has waived its immunity by entering into this Contract. However, the City's sovereign immunity is waived only to the extent set forth by statute. An action to enforce any provision of this Contract or to obtain any remedy with respect hereto will be brought and tried in the State District Courts located in Denton County, Texas, and for this purpose, each party hereby expressly and irrevocably consents to the sole and exclusive jurisdiction and venue of such Court.

6.23 SURVIVAL

6.23.1 All warranties, representations, and indemnifications by the CM@Risk will survive the completion or termination of this Contract.

6.24 MODIFICATION

6.24.1 No supplement, modification, or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by the parties hereto and in conformation with provisions of this Contract, except as expressly provided herein to the contrary.

6.25 SEVERABILITY

6.25.1 If any provision of this Contract or the application thereof to any person or circumstance will be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof will not be affected and will be enforceable to the fullest extent permitted by law.

6.26 INTEGRATION

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6.26.1 This Contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.

6.27 TIME IS OF THE ESSENCE

6.27.1 Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence.

6.28 THIRD PARTY BENEFICIARY

6.28.1 This Contract will not be construed to give any rights or benefits in the Contract to anyone other than the City and the CM@Risk. All duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of the City and the CM@Risk and not for the benefit of anyother party.

6.29 COOPERATION AND FURTHER DOCUMENTATION

6.29.1 The CM@Risk agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Contract.

6.30 CONFLICT IN LANGUAGE

6.30.1 All work or Deliverables performed will conform to all applicable City of Denton codes, ordinances and requirements as outlined in this Contract. If there is a conflict in interpretation between provisions in this Contract and any Exhibits, the provisions in this Contract will prevail.

6.31 CITY'S RIGHT OF CANCELLATION

6.31.1 All parties hereto acknowledge that this Contract is subject to cancellation by the City of Denton pursuant to the provisions of Texas Local Government Code Chapters 252 and 272, Texas Government Code Chapter 2269, and the general laws of the State of Texas.

6.32 CONFIDENTIALITY OF PLANS & SPECIFICATIONS

6.32.1 Any plans or specifications received by the CM@Risk regarding this project are for official use only. The CM@Risk may not share them with others except as required to fulfill contract obligations with the City of Denton.

6.32.2 Any plans the CM@Risk generates must include the following statement in the Title Block on every page: “These plans are for Official use only and may not be shared with others except as required to fulfill the obligations of CM@Risk’s contract with the City of Denton. This document must be kept secure at all times.”

ARTICLE 7 – INSURANCE REQUIREMENTS

The CM@Risk. Subcontractors and Subconsultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CM@Risk, its agents, representatives, employees, or Subconsultants.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the CM@Risk from liabilities that might arise out of the performance of the work under this Contract by the CM@Risk, his agents, representative, employees, or Subconsultants. CM@Risk is free to purchase such additional insurance as may be determined necessary.

7.1 MINIMUM SCOPE AND LIMITS OF INSURANCE

7.1.1 CM@Risk will provide coverage at least as broad and with limits of liability not less than those stated below.

7.1.1.1 Commercial General Liability-Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

General Aggregate	$2,000,000
Products-Completed Operations Aggregate	$1,000,000
Personal & Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

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(a) The policy shall be endorsed to include the following additional insured language: "The City of Denton shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CM@Risk". Policy shall contain waiver of subrogation against the City of Denton.

7.1.1.2 Automobile Liability
Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

(a) The policy shall be endorsed to include the following additional insured language: "The City of Denton shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CM@Risk", including automobiles owned, leased or hired or borrowed by the CM@Risk".

7.1.1.3 Workers Compensation and Employers Liability

Workers Compensation	Statutory
Employers Liability	
Each Accident	$ 100,000
Disease – Each Employee	$ 100,000
Disease – Policy Limit	$ 500,000

(a) Policy shall contain waiver of subrogation against the City of Denton.

7.2 ADDITIONAL INSURANCE REQUIREMENTS

7.2.1 The policies shall include, or be endorsed to include, the following provisions.

7.2.2 On insurance policies where the City of Denton is named as additional insured, the City of Denton shall be an additional insured to the full limits of liability purchased by the CM@Risk even if those limits of liability are in excess of those required by this Contract.

7.2.3 The CM@Risk's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

7.2.4 Coverage provided by the CM@Risk shall not be limited to the liability assumed under the indemnification provisions of this Contract.

7.3 SUBCONSULTANT INSURANCE

7.3.1 CM@Risk's certificate(s) shall include all subcontractors as additional insureds under its policies or subconsultants shall maintain separate insurance as determined by the CM@Risk, however, subconsultants limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate.

7.4 NOTICE OF CANCELLATION

7.4.1 Each insurance policy required by the insurance provisions of this Contract will provide the required coverage and not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent by certified mail, return receipt requested and sent directly to the City's Purchasing Manager at:

City of Denton
Attn: Purchasing Manager – Contract 8289
Purchasing
901B Texas Street
Denton, TX 76209

7.5 ACCEPTABILITY OF INSURERS

7.5.1 Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Texas, and with an "A.M. Best" rating of not less than A-.. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the CM@Risk from potential insurer insolvency.

7.6 VERIFICATION OF COVERAGE

7.6.1 The CM@Risk will furnish the City, Certificates of Insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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7.6.2 All certificates and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to the earlier of commencement of work under this Contract and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

7.6.3 All certificates required by this Contract will be sent directly to the Engineering and Architectural Services Department Contracts Administration Section contracts officer for this Project. The City project/contract number and project description shall be noted on the certificates of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.

7.7 APPROVAL

7.7.1 Any modification or variation from the insurance requirements in this Contract must be approved by the Law Department, whose decision will be final. Such action will not require a formal contract amendment but may be made by administrative action.

This Contract will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on 02/06/2024.

CITY OF DENTON, TEXAS

DocuSigned by:
BY: Sara Hensley
5236DB296270423...

Sara Hensley
Printed Name

City Manager
Title

CM@Risk:

DocuSigned by:
BY: Stephen Bradford
E0405276AFF0453...

Stephen Bradford
Printed Name

Senior Vice President
Title

ATTEST:
JESUS SALAZAR, CITY SECRETARY

DocuSigned by:
Jesus Salazar
2437C77B897541D...
Signature

APPROVED AS TO FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:
Marcella Lunn
4B070831B4AA438...
Signature

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

DocuSigned by:
Steven Gay Steven Gay
9EBFF5658E56492...
SIGNATURE PRINTED NAME

Director,
TITLE

Water Utilities
DEPARTMENT

DocuSign Envelope ID: 74CF6F67-D74E-42F8-85E6-A4637A93F76C

EXHIBIT A – PROJECT DESCRIPTION

Following is a brief description of the Project for which the design phase service services specified in this Contract are to be performed:

Improvements to the existing 21 million gallon per day (MGD) Pecan Creek Water Reclamation Plant. The improvements include a new 75 MGD headworks, a 5 MGD expansion of the existing facility and new solids processing for the expanded 26 MGD facility. The work will generally consist of the following:

- Primary clarifiers
- 5 MGD membrane bioreactor
- Blower building and associated aeration equipment
- Ultraviolet disinfection
- Anaerobic digesters
- Solids thickening
- Anaerobic digesters
- Solids dewatering building and associated equipment
- Ancillary improvements to the existing facility
- Approx. 2100 LF of 60” Sanitary Sewer from Existing Headworks to Proposed Headworks
- Approx. 2,400LF of 48” Sanitary Sewer from South Peak Flow Basin to Proposed Headworks.
- Approx. 1750 LF of 48” Piping from Proposed Headworks to Existing Grit Chamber
- Approx. 1,000 LF of 48” Piping from Proposed Headworks to Existing Basin
- 5QTY 8-Foot Diameter Sanitary Sewer Manhole
- 11QTY 6-Foot Diameter Sanitary Sewer Manhole
- 5QTY 5-Foot Diameter Sanitary Sewer Manhole

Services to be performed, as defined within this agreement, include the following:

- Performance of preconstruction services in alignment with City of Denton project goals and to facilitate a successful construction project as defined within this agreement, the conditions of success meetings and the Construction Management Plan.
- Meeting attendance and other team interaction to allow cohesion, communicate needs, meet contract requirements and to establish and maintain Sundt’s understanding of all work required to be complete as part of this project.
- Sundt and Kimley Horn coordination meetings and other interaction to the benefit of the City of Denton.
- Development and refinement of the Construction Management Plan to include the requirements of section 2.2 of this Agreement.
- Sundt will generate and maintain a CMAR risk register which will be used to influence decision making and to ensure ownership of risk is identified and memorialized.
- Open book estimating services to ensure adequate and early cost communication and budget impacts to facilitate effective project team decision making.
    - Estimates to be developed at intervals to align with engineering deliverables as defined in section 2.5 of this agreement.
    - The number, level of detail and time required to develop estimates will be as agreed upon by the parties
- Scheduling services to ensure adequate and early communication of accuracy and risks to the City of Denton’s requirements for construction completion.
    - Schedules will be developed at intervals to align with engineering deliverables as defined in section 2.3 of this Agreement.
    - The number, level of detail and time required to develop schedules will be as agreed upon by the parties.
    - Sundt requires participation and input from Kimley Horn in the development of design deliverables to align with construction sequencing. It is imperative that Sundt’s schedule includes a detailed schedule from Kimley Horn for all design phase activities and that this schedule is managed in the best interest of the construction timeline of the project.
- Constructability and Biddability reviews of documents as design phase deliverables are issued.
- Value Engineering reviews of documents as design phase deliverables are issued.
    - Includes management and communication of cost impacts of design decisions identified by the parties as part of the Sundt’s Design Evolution Log. Design decisions requiring pricing will be identified by the project team during design meetings and as otherwise communicated to Sundt in writing by the parties.
    - Value engineering items will be managed within the Design Evolution Log as well to ensure timely review and to ensure cost related decisions are memorialized to the greatest extent possible.

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- Subcontractor and supplier outreach, bidding and selection in preparation for GMP.
    - Sundt will undertake to engage with local and national resources as required to garner interest in the project from trade partners.
    - Sundt will manage a bidders list and will seek approval of the list from the City of Denton.
    - Sundt's trade partner outreach events will include an open invitation to City of Denton and Kimley Horn staff.
- Development of a GMP to meet the requirements of section 2.6 of this Agreement.
- Additional services, included in section 4.1.1 as an allowance, as needed to facilitate planning including:
    - Potholing of existing utilities to facilitate design and construction planning.
    - Soils testing and earthwork productivity analysis to facilitate design and estimating.
    - Other site and utility investigations as needed.
    - Other services as identified by the parties during preconstruction.

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EXHIBIT B - HOURLY RATE SCHEDULE

The schedule of hourly labor rates for employees of the CM@Risk and its Subconsultants follow and are based on the approved proposal submitted to the City.

LIST OF CLASSIFICATIONS:

PRECON SERVICES - BASE SCOPE	RATE	UM	NOTES
PROJECT MANAGER	$ 228.00	MH	PER PRECON SERVICES PROPOSAL
CONSTRUCTION MANAGER	$ 210.00	MH	PER PRECON SERVICES PROPOSAL
PROJECT ENGINEER	$ 152.00	MH	PER PRECON SERVICES PROPOSAL
SCHEDULER	$ 128.00	MH	PER PRECON SERVICES PROPOSAL
BIM	$ 157.00	MH	PER PRECON SERVICES PROPOSAL
SAFETY	$ 160.00	MH	PER PRECON SERVICES PROPOSAL
QUALITY	$ 183.00	MH	PER PRECON SERVICES PROPOSAL
PRECON LEAD	$ 175.00	MH	PER PRECON SERVICES PROPOSAL
PRECON LEAD	$ 175.00	MH	PER PRECON SERVICES PROPOSAL
SENIOR ESTIMATOR	$ 130.00	MH	PER PRECON SERVICES PROPOSAL
JUNIOR ESTIMATOR	$ 101.00	MH	PER PRECON SERVICES PROPOSAL
PROJECT ADMINISTRATOR	$ 85.00	MH	PER PRECON SERVICES PROPOSAL
TRAVEL AND EXPENSES	$ 196,528.00	LS	BILLED AT COST
OUT REACH EVENTS	$ 6,000.00	LS	BILLED AT COST
3RD PARTY LABOR STUDIES	$ 18,000.00	LS	BILLED AT COST

ADDITIONAL SCOPE ALLOWANCE	RATE	UM	NOTES
LABOR*			
GENERAL FOREMAN	$ 88.53	MH	50 HOUR RATE - NO MARKUPS
FOREMAN	$ 67.25	MH	50 HOUR RATE - NO MARKUPS
CRANE OPERATOR	$ 72.92	MH	50 HOUR RATE - NO MARKUPS
OPERATOR	$ 58.74	MH	50 HOUR RATE - NO MARKUPS
ELECTRICIAN	$ 113.64	MH	50 HOUR RATE - INCLUDES ANTICIPATED ELECTRICAL CONTRACTOR MARKUPS
PIPELAYER	$ 55.90	MH	50 HOUR RATE - NO MARKUPS
PIPEFITTER	$ 70.09	MH	50 HOUR RATE - NO MARKUPS

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PIPE WELDER	$ 72.92	MH	50 HOUR RATE - NO MARKUPS
LABORER	$ 53.07	MH	50 HOUR RATE - NO MARKUPS
SUPERINTENDENT	$ 147.95	MH	NO MARKUPS
ELECTRICAL SUPERINTENDENT	$ 221.93	MH	INCLUDES ANTICIPATED ELECTRICAL CONTRACTOR MARKUPS
FIELD ENGINEER	$ 89.90	MH	NO MARKUPS
*RATES INCLUDE SUBSISTENCE, SMALL TOOLS & SAFETY SUPPLIES, NO CONSUMABLES			
TRADE PARTNERS			
POTHOLING CONTRACTOR	$ 2,400.00	10 HR SHIFT	AIMS QUOTE FROM BONNIE BRAE PROJECT - PORTAL TO PORTAL
STREET SWEEPING CONTRACTOR	$ 845.00	3 HR SHIFT	MR SWEEPER QUOTE
CONFINED SPACE RESCUE SERVICES	$ 3,900.00	12 HR SHIFT	TEXAS RESCUE PHONE QUOTE - 12 HR MIN CHARGE
EQUIPMENT			
LOADER GRADER TRACTOR - GANNON	$ 77.67	HR	BLUEBOOK, NO MARKUP
CAT 420 LOADER/BACKHOE	$ 92.92	HR	BLUEBOOK, NO MARKUP
EXCAVATOR CAT 320	$ 128.97	HR	BLUEBOOK, NO MARKUP
WALK BEHIND PLATE COMPACTOR	$ 41.24	HR	BLUEBOOK, NO MARKUP
CRANE CRAWLER 100T	$ 438.76	HR	BLUEBOOK, NO MARKUP
CRANE RT 90T	$ 365.45	HR	BLUEBOOK, NO MARKUP
FORKLIFT REACH 10K	$ 159.00	HR	BLUEBOOK, NO MARKUP
GENERATOR TRAILER MOUNT 15KW	$ 10.36	HR	BLUEBOOK, NO MARKUP
LIGHT PLANT STANDARD	$ 18.80	HR	BLUEBOOK, NO MARKUP
PUMP - 3"-4"	$ 36.29	HR	BLUEBOOK, NO MARKUP
WATER BUFFALO 500 GALLON	$ 3.97	HR	BLUEBOOK, NO MARKUP
DUMP TRUCK - 12 YARD	$ 94.74	HR	BLUEBOOK, NO MARKUP

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EXHIBIT C - SUBMITTAL REQUIREMENTS FOR THE GMP

GMP submittal, one copy for review.

One printed, signed original copy and a digital copy in searchable PDF format will be requested by the City of Denton prior to contract execution.

Table of Contents:

1. Scope of Work
2. Summary of the GMP
3. Schedule of Values – summary spreadsheet and backup documents
4. List of Plans and Specifications used for GMP Proposal
5. List of clarification and assumptions
6. Project Schedule

1. Scope of work will consist of a brief description of the work to be performed by CM@Risk and major points that the CM@Risk and the City must be aware of pertaining to the scope. (normally one paragraph is sufficient.)

2. A summary of the GMP with a total for each of the components of the GMP as listed in its definition in Article 1 as shown in the table below:

   The general conditions fee includes bond and insurance cost. All costs should be listed individually for future use.

PROJECT #: **DATE:**
PROJECT NAME:

GMP Summary					**AMOUNT**
A.	Cost of the Work (Labor, Materials, Equipment, Warranty)				$
B.	CM@Risk's Contingency				$
INDIRECT COSTS				RATE	
C.	Construction Fee			%	$
D.	General Conditions				$
	D1	Payment and Performance Bond	$		
	D2	Insurance	$		
			E. TOTAL GMP		**$**
			F. Owner's Contingency		**$**
			G. Contract Amount		**$**

Substantial Completion _____ Calendar Days

Final Completion _____ Calendar Days

Formulas:
Total GMP: A+B+C+D = E

(**Do not acquire bond or insurance until notified by the City of Denton Project Manager.)**

3. Schedule of Values - spread sheet with the estimated bid or cost organized by subcontract categories, allowances, bid contingency, general conditions costs, taxes, bonds, insurances, and the CM@Risk's construction phase fee. The supporting document for the spreadsheet must be provided in an organized manner that correlates with the schedule of values. The backup information shall consist of the request for bids, bids received, and clarification assumptions used for the particular bid item listed on the schedule of values, if applicable.

4. A list of the Plans and Specifications with latest issuance date including all addenda used in preparation of the GMP proposal. The plans used for the GMP must be date stamped and signed by CM@Risk, Design Consultant, and Project Manager using the format below.

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Plans Used For Preparation of GMP No.	
CM@Risk	Date
Design Consultant	Date
Project Manager	Date

5. A list of the clarifications and assumptions made by the CM@Risk in the preparation of the GMP proposal, to supplement the information contained in the documents.

6. A Critical Path Method (CPM) diagram construction schedule.

NOTE: The submittal package must be kept as simple as possible all on 8 ½ x 11 sheets. Color or shading must be kept to a minimum. If used, make sure the color or shading will not affect the reproduction of the submittal in black and white.

Final GMP submittal will consist of the following:

1. One printed copy of the GMP and one digital copy in searchable PDF format.

2. One copy of the plans and technical specifications used to arrive at the GMP (signed by Design Professional, CM@Risk and City's Project Manager).

For questions regarding the submittal requirements, please contact City of Denton Project Manager.

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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.**

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

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:
Stephen Bradford
E0405276AFF0453...
Signature of vendor doing business with the governmental entity

12/28/2023
Date

DocuSign Envelope ID: 74CF6F67-D74E-42F8-85E6-A4637A93F76C

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.

ORDINANCE NO. 25-1344

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FIRST AMENDMENT TO A CONSTRUCTION MANAGER AT RISK (CMAR) PRECONSTRUCTION SERVICES CONTRACT BETWEEN THE CITY OF DENTON AND SUNDT CONSTRUCTION, INC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON FEBRUARY 6, 2024, IN THE NOT-TO-EXCEED AMOUNT OF $2,452,441.00, SAID FIRST AMENDMENT TO PROVIDE ADDITIONAL PRECONSTRUCTION DESIGN SERVICES AND EXPAND THE TIMELINE FOR THE PECAN CREEK WATER RECLAMATION PLANT HEADWORKS AND EXPANSION PROJECT FOR THE WATER UTILITIES DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8289 - PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED $296,273.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $2,748,714.00).

WHEREAS, on February 6, 2024, City Council awarded a contract to Sundt Construction, Inc. in the amount of $2,452,441.00, for pre-construction services of the Pecan Creek Water Reclamation Plant Expansion Project for the Water Utilities 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 Sundt Construction, Inc., which is on file in the office of the Purchasing Agent, in the amount of Two Hundred Ninety-Six Thousand Two Hundred Seventy-Three and 0/100 ($296,273.00) 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 $2,748,714.00.

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 Brandon Chase McGee. This ordinance was passed and approved by the following vote [6 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	X			
Vicki Byrd, District 1:	X			
Brian Beck, District 2:				X
Suzi Rumohr, District 3:	X			
Joe Holland, District 4:	X			
Brandon Chase McGee, At Large Place 5:	X			
Jill Jester, At Large Place 6:	X			

PASSED AND APPROVED this the 5th day of August, 2025.

GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: Lauren Thoden

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Marcella Lunn

Docusign Envelope ID: A70388BE-C1B7-4F99-BDAE-288E261E2A74

Docusign City Council Transmittal Coversheet

RFP	8289
File Name	CMAR for PCWTP Headworks and Expansion - Amendment #1
Purchasing Contact	Cori Power
City Council Target Date	AUGUST 5, 2025
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	25-1344

DS
LH

Docusign Envelope ID: A70388BE-C1B7-4F99-BDAE-288E261E2A74

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND **SUNDT CONSTRUCTION, INC. 8289**

THIS FIRST AMENDMENT TO CONTRACT 8289 ("Amendment") by and between the City of Denton, Texas ("City") and **SUNDT CONSTRUCTION, INC.** ("CM@Risk") to that certain contract executed on February 6, 2024, in the original not-to-exceed amount of $2,452,441.00 (the "Agreement"); for services related to the **PCWRP Headworks and Expansion Project.**

WHEREAS, the City deems it necessary to further expand the services provided by CM@Risk to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount $296,273.00 with this First Amendment for an aggregate not-to-exceed amount of $2,748,714.00; and

NOW THEREFORE, the City and CM@Risk (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 $296,273.00 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 $2,748,714.00.

2. The additional services described in Exhibit "A" of this Amendment, attached hereto and incorporated herein for all purposes, for the Construction Manager at Risk preconstruction design services for the Pecan Creek Water Reclamation Plant Headworks and Expansion Project, are hereby authorized to be performed by CM@Risk. For and in consideration of the additional services to be performed by CM@Risk, the City agrees to pay, based on the cost estimate detail attached as Exhibit "A".

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the CM@Risk, have each executed this Amendment, by and through their respective duly authorized representatives and officers on this date 08/05/2025.

"CM@Risk"
SUNDT CONSTRUCTION, INC.

DocuSigned by:
By: Stephen Bradford President
E0D5276AFE0453...
AUTHORIZED SIGNATURE, TITLE

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

Signed by:
Stephen D. Gay Stephen D. Gay
FE548B5972BE4A9...
SIGNATURE PRINTED NAME

General Manager
TITLE

Water Utilities and Street Operations
DEPARTMENT

APPROVED AS TO FORM:
MACK REINWAND, CITY ATTORNEY

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

"CITY"

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

DocuSigned by:
By: Sara Hensley City Manager
F286DB290270423...
AUTHORIZED SIGNATURE, TITLE

ATTEST:
LAUREN THODEN, CITY SECRETARY

DocuSigned by:
By: Lauren Thoden
D09D09CAD33D487...

Docusign Envelope ID: A70388BE-C1B7-4F99-BDAE-288E261E2A74

CHANGE ORDER

Exhibit A

(Simulates AIA Document G701)

CONTRACTOR: Sundt Construction, Inc.
2620 S. 55th Street, Tempe, AZ 85282
Contractor Project No.: 162482

CO NO.: 0001

DATE: 06/26/2025

PROJECT: PRECON Pecan Creek WRP
1100 S. Mayhill Road
Denton, Texas 76201

CONTRACT DATE: 02/06/2024

Time Delay Due to Change from 5 vs 26 MGD Expansion

Preconstruction time delay due to changing from 5 vs 26 MGD Expansion.

The Contract is hereby revised by the following items:

Issue	Description	Amount
1	Time Delay Due to Change from 5 vs 26 MGD Expansion	$ 296,273.00

Total: **$ 296,273.00**

Not valid until signed by the Owner and Contractor	
The original Contract sum was	$ 2,452,441.00
Net change by previously authorized Change Orders	$ 0.00
The Contract sum prior to this Change Order was	$ 2,452,441.00
The Contract sum will be increased by this Change Order in the amount of	$ 296,273.00
The new Contract sum including this Change Order will be	$ 2,748,714.00
The Contract time will be changed by this Change Order by	days
The date of Substantial Completion including this Change Order is	08/11/2026

CONTRACTOR	**CLIENT/OWNER**
Sundt Construction, Inc.	City of Denton
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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City Of Denton PCWRP Headworks and Expansion Project
901 B Texas St Denton TX 76209

SUNDT

Subcontractor Name	Sundt Construction Inc	Issue #	
Address		Issue Description	
Estimator	Curt Klepper	Location of Work	Headworks and Expansion Project
Phone	480.932.3989	Documents / Sheets	
Email	caklepper@sundt.com	Date	5/21/2025

DESCRIPTION OF PROPOSED WORK

Delay time due to change from 5 vs 26 MGD Expansion

LABOR

QUANTITY	UNIT	DESCRIPTION	MAN PER UNIT	HOURS PER ACTIVITY	RATE	LABOR COST
1	EA	Curt Klepper (Precon Lead)	1	552	$ 175.00	$ 96,600.00
1	EA	Jonah Bocanegra (Project Engineer)	1	536	$ 152.00	$ 81,472.00
1	EA	James Roberts (Construction Manager)	1	184	$ 210.00	$ 38,640.00
1	EA	Andrew Crouse (Project Manager)	1	174	$ 228.00	$ 39,672.00
1	EA	Connor Patterson (Senior Estimator)	1	16	$ 130.00	$ 2,080.00
1	EA	Sue Saksena (Senior Estimator)	1	8	$ 130.00	$ 1,040.00
1	EA	Jeff Grigsby (Project Manager - Transportation	1	48	$ 228.00	$ 10,944.00
1	EA	Nick Shumate (Precon Lead - Transportation)	1	33	$ 175.00	$ 5,775.00
1	EA	Dan Kershaw (Senior Estimator)	1	20	$ 130.00	$ 2,600.00
1	EA	Greg Page (Junior Estimator)	1	8	$ 101.00	$ 808.00
1	EA	Tyler Kechely (Project Engineer)	1	56	$ 152.00	$ 8,512.00
1	EA	Dan Graupman (Senior Estimator)	1	39	$ 130.00	$ 5,070.00
1	EA	Cameron Grant (Senior Estimator - Transporta	1	6	$ 130.00	$ 780.00
1	EA	Michael Rivera (Senior Estimator)	1	2	$ 130.00	$ 260.00
1	EA	Andrew Martinez (Junior Estimator)	1	20	$ 101.00	$ 2,020.00
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
				LABOR TOTAL COST		$ 296,273.00

MATERIAL

QUANTITY	UNIT	DESCRIPTION	RATE	MATERIAL COST
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			MATERIAL TOTAL COST	$ -

EQUIPMENT / OTHER

QUANTITY	UNIT	DESCRIPTION	RATE	EQUIPMENT COST
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			EQUIPMENT TOTAL COST	$ -
			INDIRECTS	$ -
			OH & FEE	$ -
			SUBCONTRACTOR TOTAL	$ 296,273.00

Pecan Creek Water Reclamation Plant Expansion

Construction Manager at Risk
Construction Phase Contract
GMP 1

CITY OF DENTON

26-0238 - March 3, 2026

Pecan Creek Expansion Plan Overview

- New Water Reclamation Plant 30MGD treatment capacity utilizing membrane bioreactor (MBR) technology with improved solids sandling and disinfection, a new interceptor and headworks structure and control operations building



Construction Manager at Risk (CMAR) GMP Process

1. PCWRP was separated into four (4) categories of work and publicly bid by the CMAR for competitive pricing (Testing & Inspections, Site Surveying, Earthworks & Excavation, Site Utility & Yard Piping

2. CMAR held interviews with all of the bidding firms to confirm scope and pricing to convert work packages to lump sum.

3. SUNDT Construction, Inc. provided a Guaranteed Maximum Price (GMP) based on subcontractor bids, general condition costs, bond and insurance requirements, CMAR contingency, and the contractor's fee.

GMP1 Package Consists of:

Work Category	Awarded to:	Price
Testing and Inspections	Alliance Geotechnical Group	$771,717.30
Site Surveying	Hanna Engineering & Surveying	$89,195.80
Earthworks & Excavation	Sundt Construction, Inc.	$38,185,991.00
Site Utility & Yard Piping	Sundt Construction, Inc.	$23,978,533.00
	Cost of Work	**$63,025,437.10**

CMAR Construction Work Categories Cost Summary

GMP Summary					AMOUNT
A.	Cost of the Work (Labor, Materials, Equipment, Warranty)				$ 63,025,437
B.	CM@Risk's Contingency				$ 2,443,308
C.	Allowances				$ 3,160,708
INDIRECT COSTS				**RATE**	
D.	Construction Fee			7.00%	$ 5,839,532
E.	General Conditions				$ 14,792,438
	E1	Payment and Performance Bond	$ 648,931		
	E2	Insurance	$ 1,066,674		
			F. TOTAL GMP		**$ 89,261,424**
			G. Owner's Contingency		$ 3,060,141
			H. Contract Amount		$ 92,321,565

PCWRP Expansion

Project Schedule

- 6/6/2023 Design Approval
- 2/6/2024 CMAR Approval
- 4/1/2026 Notice to Proceed (GMP 1)
- Q4 2031 Estimated Construction Completion



Staff Recommendation

Adoption of a contract between the City of Denton and SUNDT Construction in the not-to-exceed amount of $92,321,565.

- Total CMAR GMP $89,261,424
- Owner's Contingency $3,060,141

Questions?



CITY OF DENTON

26-0238 - March 3, 2026

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION MANAGER AT RISK CONTRACT WITH SUNDT CONSTRUCTION, INC., FOR CONSTRUCTION PHASE SERVICES FOR THE PECAN CREEK WATER RECLAMATION PLANT EXPANSION PROJECT FOR THE WATER UTILITIES DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 8289 – AWARDED TO SUNDT CONSTRUCTION, INC., INCLUDING THE FIRST GUARANTEED MAXIMUM PRICE IN THE PARTIAL NOT-TO-EXCEED AMOUNT OF $92,321,565.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for construction phase services for the Pecan Creek Water Reclamation Plant Expansion Project for the Water Utilities 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
8289	Sundt Construction, Inc.	$92,321,565.00

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

Proposals, and related documents.

SECTION 3. That should the City and person submitting approved and accepted items wish to enter into a formal written agreement as a result of the acceptance, approval, and awarding of the proposals, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, standards, quantities, and specified sums contained in the Proposal and related documents herein approved and accepted.

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

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

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

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

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, 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	8289
File Name	CMAR Construction Phase for PCWRP Expansion
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

Initial
LH

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CITY OF DENTON, TEXAS

CONSTRUCTION MANAGER AT RISK FOR PCWRP HEADWORKS AND EXPANSION PROJECT

CONSTRUCTION MANAGER AT RISK
CONSTRUCTION PHASE SERVICES

CONTRACT NO. 8289

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

TABLE OF CONTENTS

Article PAGE

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Article 1 - Definitions 2

Article 2 - CM@Risk's Services and Responsibilities 6

Article 3 - City's Services and Responsibilities 14

Article 4 - Contract Time 16

Article 5- Contract Price 20

Article 6 - Changes to the Contract Price and Time 21

Article 7- Procedure for Payment 26

Article 8- Claims and Disputes 29

Article 9 – Suspension and Termination 31

Article 10 - Insurance and Bonds 33

Article 11 - Indemnification 37

Article 12 – General Provisions 38

EXHIBIT A – SITE DESCRIPTION

EXHIBIT B – APPROVED GMP NO. 1

EXHIBIT C – TECHNICAL SPECIFICATIONS

EXHIBIT D – CONSTRUCTION DRAWINGS

EXHIBIT E – GENERAL CONDITIONS

EXHIBIT G – PREVAILING WAGE RATES

EXHIBIT V – WARRANTY

EXHIBIT W – USE OF THE SITE, DELIVERY & STORAGE (for vertical projects)

EXHIBIT X – COST OF THE WORK

EXHIBIT Y – GENERAL CONDITIONS COSTS

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

EXHIBIT Z – TWDB SPECIAL CONDITIONS

EXHIBIT AA – WIFIA SPECIAL CONDITIONS

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CITY OF DENTON

PCWRP HEADWORKS AND EXPANSION PROJECT

CONSTRUCTION MANAGER AT RISK CONSTRUCTION SERVICES

GMP No. 1

CONTRACT NO. 8289

THIS AGREEMENT, made and entered by and between City of Denton, hereinafter designated the "City" and Sundt Construction, Inc., hereinafter designated the "Construction Manager at Risk" or "CM@Risk"

RECITALS

A. The City Manager of the City of Denton, Texas, or their designee, is authorized and empowered by provisions of the City Charter to execute contracts for construction services.

B. The City intends to construct PCWRP Headworks and Expansion Project as more fully described in Exhibit A attached.

C. To undertake the Project the City has entered into a contract with Kimley-Horn and Associates, Inc. hereinafter referred to as the "Design Professional."

D. The CM@Risk has represented to the City the ability to provide the construction phase services described herein and to construct the Project and based on this representation the City engages the CM@Risk to provide these services and construct the Project.

E. Contract No. 8289 has been executed previously between City and CM@Risk to perform Preconstruction Phase services. Those services may continue during the duration of this Construction Phase Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the CM@Risk as follows:

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Article 1 - Definitions

"Agreement" ("Contract") means this written document signed by the City and CM@Risk covering the construction phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract. The terms Agreement and Contract shall be used interchangeably throughout unless specifically stated otherwise.

"Approved GMP" means any GMP or GMP amendment agreed to by the parties in accordance with this Agreement.

"Application for Payment" – See definition for Payment Request.

"Architect" means the qualified, licensed person, firm or corporation who furnishes architectural services required for the Project.

"Asbestos" means asbestiform varieties of chrysotile (serpentine), crocidolite (riebeckite), amosite (cummingtonite-grunerite), anthophyllite, tremolite, or actinolite or any material that contains one percent or more of any asbestiform variety. Refer to the Texas Administrative Code, Title 25, Chapter 296.

"Change Directive" means a written order prepared and signed by City, directing a change in the Work prior to agreement on an adjustment in the Contract Price and the Contract Time.

"Certificate of Substantial Completion" has the meaning given such term in Subsection 4.1.5.

"Change Order" means a type of contract amendment issued after execution of this Agreement or future GMP Amendments signed by City and CM@Risk, agreeing to changes to an agreement. The Change Order will state the following: the addition, deletion, or revision in the scope of Work; the amount of the adjustment to the Contract Price; and the extent of the adjustment to the Contract Times or other modifications to Contract terms.

"City ("Owner" or "OWNER") means the City of Denton, a municipal corporation, with whom CM@Risk has entered into this Contract and for whom the services are to be provided pursuant to said Contact. Regulatory activities handled by the City of Denton Developmental Services, Fire, Engineering, Facilities, Municipal Electric, and Planning Departments or any other City Department are not subject to the responsibilities of the City under this Agreement.

"City's Representative" means the person designated in Subsection 8.3.1.2.

"City's Senior Representative" means the person designated in Subsection 8.3.1.1.

"CM@Risk" means the firm selected by the City to provide construction services as detailed in this Agreement.

"CM@Risk's Representative" means the person designated in Subsection 8.3.2.2.

"CM@Risk's Senior Representative" means the person designated in Subsection 8.3.2.1.

"Contingency, Marketplace Risk" – A fund to cover the costs of cost escalation, supply chain interruptions, and buyout decisions made for the City's benefit that may have more risk than a normal subcontract award. Use and management of the Marketplace Risk Contingency is described in Section 5.1.3.

"Contingency, CM@Risk's" – A fund to cover cost growth during the Project used at the discretion of the CM@Risk usually for costs that result from Project circumstances. Use and management of the CM@Risk's Contingency is described in Section 5.1.4.

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"Contingency, Owner's" – A fund to cover cost growth during the Project used at the discretion of the City usually for costs that result from City directed changes or unforeseen site conditions. Use and management of the Owner's Contingency is described in Section 5.1.5.

"Contract Documents" means the following items and documents in descending order of precedence executed by the City and the CM@Risk: (i) all written modifications, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) Construction Documents; (iv) GMP Plans and Specifications.

"Construction Documents" The plans, specifications, and drawings prepared by the Design Professional and issued as approved for construction meaning the documents are sealed by the Design Professional, signed and acceptable for permitting.

"Construction Fee" means the lump sum amount for CM@Risk's administrative costs for branch or home office overhead, and profit at the time of GMP.

"Contract Price" means the amount or amounts set forth in Article 5.

"Contract Time" means the Days as set forth in Article 4 the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Project.

"Cost of the Work" The direct costs or stipulated rates necessarily incurred by the CM@Risk in the proper performance of the Work. The Cost of the Work shall include direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, building permit fees (if not paid for by City), materials testing, General Conditions Costs, and related items. See Exhibit X – Cost of the Work and Exhibit Y – General Conditions Costs for more definitions of these terms. The Cost of the Work shall not include the CM@Risk's Construction Fee.

"Critical Path" means the sequence of activities from the start of the Work to the Substantial Completion of the Project. Any delay in the completion of these activities will extend the Substantial Completion date.

"Day(s)" mean calendar days unless otherwise specifically noted in the Contract Documents.

"Preconstruction Phase Contract" means the agreement between the City and CM@Risk for services provided by the CM@Risk during the design phase which may include the following: design recommendations, project scheduling, constructability reviews, alternate systems evaluation, cost estimates, MBE/WBE/SBE utilization, subcontractor bid phase services, and GMP preparation.

"Design Professional" means a qualified, licensed design professional, including an Engineer or Architect, who furnishes design and/or construction administration services required for the Project. A Design Professional is referenced in Recital C, above.

"Differing Site Conditions" means concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

"Engineer" The qualified, licensed person, firm or corporation who furnishes engineering services required for the Project.

"Final Acceptance" means the completion of the Work as prescribed in Section 4.2.

"Float" means the number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

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"General Conditions Costs" Includes those Cost of Work items shown in Exhibit Y- General Conditions Costs.

"Guaranteed Maximum Price" or "GMP" means the sum of the maximum Cost of the Work; the Construction Fee; General Conditions Costs, taxes, and CM@Risk's Contingency including authorized adjustments.

"GMP Amendment" means an amendment, executed in writing and signed by both parties, to the GMP.

"GMP Plans and Specifications" means the plans and specifications upon which the Guaranteed Maximum Price proposal is based as listed in the GMP proposal.

"Hazardous Environmental Condition" means the presence at the site of Asbestos, PCB's, Petroleum, Hazardous Waste, Radioactive Material, or other materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

"Hazardous Material or Substance" includes any material in such quantity, concentration, and physical or chemical characteristics including, but not limited to, ignitability or toxicity, so as to be capable of posing an unreasonable risk to health, safety and/or property if released into the atmosphere, transported, stored, or disposed of.

"Hazardous Waste" means any solid waste listed as hazardous or possesses one or more hazardous characteristics as defined in the federal waste regulations, as amended from time to time.

"Legal Requirements" means all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders, and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

"Milestones" - A principal event in the performance of the Work that the Contract requires CM@Risk to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

"Notice to Proceed" or "NTP" means the directive issued by the City, authorizing the CM@Risk to start Work. Such notice shall be provided to the CM@Risk at least seven days prior to the commencement date stipulated herein and shall be provided no later than 30 days after the GMP proposal is approved by the City and all the required documentation is received by the City.

"Payment Request" means the City form used by the CM@Risk to request progress payments for Work in accordance with Article 7.

"PCB's" means polychlorinated biphenyls.

"Performance Period" means the period of time allotted in the Contract Documents to substantially complete the Work comprised within a GMP. The Performance Period shall be stated with each GMP proposal and shown on the Project Schedule.

"Petroleum" means petroleum including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

"Product Data" means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CM@Risk to illustrate materials or equipment for some portion of the Work.

"Project" means the Work to be completed in the execution of this Agreement as amended and as described in the Recitals above and in each Approved GMP.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

"Project Schedule" means a schedule, prepared and maintained by CM@Risk, describing the sequence and duration of the activities comprising the CM@Risk's plan to accomplish the Work within the Contract Times.

"Project Record Documents" means the documents created pursuant to Section 2.10.

"Radioactive Material" Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

"Samples" means physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be evaluated.

"Shop Drawings" mean drawings, diagrams, schedules, submittals and other data specially prepared for the Work by the CM@Risk or a Subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

"Site" means the land or premises on which the Project is located generally described in in Exhibit A.

"Specifications" means the part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto as listed in the GMP proposal.

"Subcontractor" means an individual or firm having a direct contract with the CM@Risk or any other individual or firm having a contract with the aforesaid individual or firm at any tier, who undertakes to perform a part of the construction phase Work for which the CM@Risk is responsible.

"Subconsultant" - A person, firm or corporation having a contract with the CM@Risk to furnish services required as its independent professional associate or consultant with respect to the Project.

"Substantial Completion" means when the Work, or an agreed upon portion of the Work, is sufficiently complete so that City can occupy and use the Project or a portion thereof for its intended purposes. This may include, but is not limited to: (i) receipt of written confirmation after final inspections by the applicable electrical, plumbing, City Fire Marshall, health department, and other local and state officials having jurisdiction, stating the project is ready for occupancy by the City; (ii) all systems in place, and confirmed to be fully functional to satisfaction of the City and its representatives; (iii) all materials and equipment installed; (iv) all systems reviewed and accepted by the City; (v) draft O&M manuals and record documents reviewed and accepted by the City; (vi) City operation and maintenance training complete; (vii) landscaping and site work; and (viii) final cleaning. In addition to the other requirements of the Contract Documents, and without limitation, the CM@Risk must also have obtained the written approval and issuance of any occupancy permits required by the laws of local government(s) and the State of Texas before the CM@Risk shall be deemed to have achieved Substantial Completion. The conditions of Substantial Completion that do not apply to a specific GMP will be listed in the Notice to Proceed letter pursuant to Subsection 2.4.3.

"Supplier" means a manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with CM@Risk or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CM@Risk or any Subcontractor.

"Work" means the entire completed construction or the various separately identifiable parts thereof, required by the Agreement to be furnished and installed during the construction phase. "Work" includes and is the result of performing or furnishing supervision and labor; and furnishing and incorporating materials, resources, and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

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Article 2 – CM@Risk's Services and Responsibilities

2.0 The CM@Risk shall furnish any and all supervision, labor, materials, equipment, transportation, utilities, services, and facilities required to perform all Work required by the Contract Documents, and to completely and totally construct the same and install the material therein for the City. All Work will be performed in a good and workmanlike and substantial manner and within the care and skill of a qualified CM@Risk in Denton, Texas. The Work shall be to the satisfaction of the City and strictly pursuant to and in conformity with the Project's Contract Documents as modified. It is not required that the services be performed in the sequence in which they are described.

2.1. General Services

2.1.1. CM@Risk's Representative shall be reasonably available to City and shall have the necessary expertise and experience required to supervise the Work. CM@Risk's Representative shall communicate regularly with City but not less than once a week and shall be vested with the authority to act on behalf of CM@Risk. CM@Risk's Representative may be replaced only with the written consent of City.

2.1.2 City's Project Management Information System (Procore)

2.1.2.1 The CM@Risk will be required to maintain all project records in electronic format. The City provides a web-based project management database which the CM@Risk will be required to utilize in the fulfillment of the contract requirements. Although this electronic platform does not fulfill this requirement in its entirety, the CM@Risk will be required to utilize this platform as the basis for this Work. Any documents submitted to the City in electronic format shall be considered equivalent to an original of such document.

2.1.2.2 The CM@Risk can expect to use Procore to process all primary level tri-partite contract documents related to the construction phase of the Project including but not limited to: requests for interpretation/information, potential Change Orders, Change Orders, construction meeting minutes, Submittals, Design Professional's supplemental instructions and Payment Requests.

2.1.2.3 The CM@Risk will be required to process information into electronic digital form. In order to fulfill this requirement, the CM@Risk shall provide all necessary equipment to perform the functions necessary to generate, convert, store, maintain, connect to Procore, and transfer electronic data.

2.1.2.4 CM@Risk shall provide a computerized networked office platform with broadband internet connectivity. Wired or wireless is acceptable. This platform shall function well in a web-based environment utilizing an internet browser compatible with the City Procore system.

2.2 Government Approvals and Permits

2.3.1 Unless otherwise provided, CM@Risk shall obtain or assist the City to obtain all necessary permits, approvals, and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. **The CM@Risk is specifically reminded of the need to obtain the necessary environmental permits or file the necessary environmental notices.**

2.3.2 Copies of these permits and notices must be provided to the City's Representative prior to starting the permitted activity. In the case of Fire Department permits, a copy of the application for permit shall also be provided to the City's Representative. This provision does not constitute an assumption by the City of an obligation of any kind for violation of said permit or notice

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requirements.

2.3.3 City shall be responsible for all City of Denton review and permit(s) fees for building and demolition permits. City will also pay review and permit fees for grading and drainage, water, sewer, right-of-way, gas service, electrical service, and landscaping; assessments against the property, including property tax, developmental excise and similar taxes; sewer, water, and related utility tap fees; and sewer plant improvement fees, unless exempted under Texas law. City shall also pay for utility design fees for permanent services.

2.3.4 CM@Risk shall be secure and pay for all other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded not specifically listed in Subsection 2.3.3 above. Specifically, and without limitation, the CM@Risk is responsible for the cost of meter(s), and all utility bills on the project meters until Substantial Completion of the Project. Arrangements for construction water are the CM@Risk's responsibility.

2.4 Pre-construction Conference

2.4.1 Prior to the commencement of any Work, the City's Representative will schedule a pre-construction conference.

2.4.2 The purpose of this conference is to establish a working relationship between the CM@Risk, utility firms, and various City agencies. The agenda will include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, the level of Record Project Documents required, and emergency telephone numbers for all representatives involved in the course of construction.

2.4.3 The Notice to Proceed date will be agreed to. After the meeting a Notice to Proceed letter will be issued confirming the construction start date, Performance Period, and, if applicable, the Substantial Completion date. If a Substantial Completion date is established the conditions of the Substantial Completion will be listed.

2.4.4 The CM@Risk shall provide a schedule of values based on the categories used in the buyout of the Work but not greater than the approved GMP and identifying the CM@Risk's Contingency. The schedule of values will subdivide the Work into all items comprising the Work.

2.4.5 Minimum attendance by the CM@Risk shall be the CM@Risk's Representative, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and the CM@Risk's safety officer.

2.5 Control of the Work

2.5.1 Unless otherwise provided in the Contract Documents to be the responsibility of City or a separate contractor, CM@Risk shall provide through itself, its Vendors or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, and other temporary facilities to permit CM@Risk to complete the Work consistent with the Contract Documents.

2.5.2 CM@Risk shall perform all construction activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents. CM@Risk shall at all times exercise complete and exclusive control over the means, methods, sequences, and techniques of construction.

2.5.3 CM@Risk, the CM@Risk's Representative or other authorized representative shall be present

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

at the Site at all times that construction activities are taking place.

2.5.3.1 All elements of the Work shall be under the supervision of a superintendent employed by the CM@Risk for the purpose; or their designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the Work.

2.5.4 In the event of noncompliance with this Section, the City may require the CM@Risk to stop or suspend the Work in whole or in part. Where the Contract Documents require that a particular product be installed and/or applied, or the installation and/or application be observed by an entity approved by the manufacturer, it is the CM@Risk's responsibility to ensure the Subcontractor employed for such Work is approved by the manufacturer; or their installation and/or application is so observed.

2.5.5 Before ordering materials or doing work, the CM@Risk and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No increase to the approved GMP will be allowed because of differences between actual dimensions and the dimensions indicated in the Contract Documents; differences, which may be found, shall be submitted to the City for resolution before proceeding with the Work.

2.5.6 The CM@Risk shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the CM@Risk with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the City at once.

2.5.7 The CM@Risk shall establish and maintain all primary building and construction grades, lines, levels, and benchmarks, and shall be responsible for accuracy and protection of same. This Work shall be performed or supervised by a licensed civil engineer or surveyor in the State of Texas.

2.5.8 Any person employed by the CM@Risk or any Subcontractor who, in the opinion of the City, does not perform his work in a proper, skillful, and safe manner or is intemperate or disorderly shall, at the written request of the City, be removed from the Work by CM@Risk or Subcontractor employing such person, and shall not be employed again in any portion of Work without the written approval of the City. **THE CM@RISK OR SUBCONTRACTOR SHALL HOLD THE CITY HARMLESS FROM DAMAGES OR CLAIMS WHICH MAY OCCUR IN THE ENFORCEMENT OF THIS SECTION.**

2.5.9 CM@Risk assumes responsibility to City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor, including but not limited to any third-party beneficiary rights.

2.5.10 CM@Risk shall coordinate the activities of all Subcontractors. If City performs other work on the Project or at the Site with separate contractors under City's control, CM@Risk and the City agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.6 Control of the Site

2.6.1 Throughout all phases of construction, including suspension of Work, CM@Risk shall keep the Site reasonably free from debris, trash, and construction wastes to permit CM@Risk to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, CM@Risk shall remove all debris, trash, construction wastes, materials, equipment, machinery, and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

2.6.2 CM@Risk shall take all reasonable steps, procedures, or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the City and in accordance with the local requirements.

2.6.3 CM@Risk shall maintain ADA and ANSI accessibility requirements during construction activities in an occupied building or facility. ADA and ANSI accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. CM@Risk shall be responsible for the coordination of all work to minimize disruption to building occupants and facilities.

2.6.4 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Site by the CM@Risk. When equipment is no longer required for the Work, it shall be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage, and all other adversity is solely the responsibility of the CM@Risk.

2.6.5 See Exhibit W – Use of Site, Delivery & Storage for more detailed information on the CM@Risk's responsibilities for maintaining and using the site.

2.7 Shop Drawings, Product Data and Samples

2.7.1 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the CM@Risk proposes to conform to the information given and the design concept expressed in the Contract Documents.

2.7.2 The CM@Risk shall review, approve, verify, and submit to the City each Shop Drawing, Product Data, Sample, and similar submittal required by the Contract Documents in accordance with the approved GMP schedule as shown in Exhibit B as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals made by the CM@Risk, which are not required by the Contract Documents, may be returned without action.

2.7.3 The CM@Risk shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the City. Such Work shall be in accordance with approved submittals.

2.7.4 By approving, verifying, and submitting Shop Drawings, Product Data, Samples, and similar submittals, the CM@Risk represents that the CM@Risk has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

2.7.5 The CM@Risk shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City's approval of Shop Drawings, Product Data, Samples or similar submittals unless the CM@Risk has specifically informed the City in writing of such deviation at the time of submittal and the City has given written approval to the specific deviation. The CM@Risk shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the City's approval thereof.

2.7.6 The CM@Risk shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the City on previous submittals.

2.7.7 Informational submittals upon which the City is not expected to take responsive action may be so identified in the Contract Documents.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

2.7.8 When professional certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

2.8 Quality Control, Testing and Inspection

2.8.1 The CM@Risk shall follow the project-specific construction quality control requirements defined in the Construction Management Plan created, reviewed, and approved under the Preconstruction Phase Agreement. The following requirements are in addition to those found in the Construction Management Plan, and shall be incorporated into the Construction Management Plan for the construction phase.

2.8.2 All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Contract Documents.

2.8.3 All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances, or methods to be used in the Work may be subject to the inspection and approval or rejection by the City. Any material rejected by the City shall be removed immediately and replaced in an acceptable manner.

2.8.4 The procedures and methods used to sample, and test material will be determined by the City, in consultation with the Design Professional.

2.8.5 The City may select a pre-qualified City or independent testing laboratory and may perform additional acceptance testing at the City's cost.

2.8.5.1 When the first and subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance will be paid for by the CM@Risk. CM@Risk's Contingency cannot be utilized for the cost of re-testing.

2.8.5.2 When the first and subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.

2.8.6 The CM@Risk will cooperate with the selected testing laboratory and all others responsible for testing and inspecting the work and shall provide them access to the Work at all times.

2.8.7 At the option of the City, materials may be approved at the source of supply before delivery is started.

2.8.8 Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid by the CM@Risk as a Cost of the Work, unless otherwise provided in the Contract Documents or unless required by Chapter 2269 of the Texas Government Code.

2.8.9 CM@Risk's convenience and quality control testing and inspections shall be the sole responsibility of the CM@Risk and paid by the CM@Risk as a Cost of the Work.

2.9 Trade Names and Substitutions.

2.9.1 Contract Document references to equipment, materials, or patented processes by manufacturer, trade name, make or catalog number, unless indicated that no substitutions are permitted, substitute, or alternate items may be permitted, subject to the following:

2.9.2 The substitution shall be submitted by CM@Risk in writing to the City.

2.9.3 The CM@Risk shall certify that the substitution will perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

use as that specified.

2.9.4 The submittal shall state any required changes in the Contract Documents to adapt the design to the proposed substitution.

2.9.5 The submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the submittal shall include any adjustment in the Contract Time created by the substitution.

2.9.6 The CM@Risk if requested by the City shall submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

2.9.7 The City will make the final decision and will notify the CM@Risk in writing as to whether the substitution has been accepted or rejected. If the City does not respond in a timely manner, the CM@Risk shall continue to perform the Work in accordance with the Contract Documents and the substitution will be considered rejected.

2.10 Project Record Documents

2.10.1 During the construction period, the CM@Risk shall maintain at the jobsite a set of the Construction Document drawings, specifications and Shop Drawings for Project Record Document purposes.

2.10.1.1 The CM@Risk shall update these documents to indicate the actual installation where the installation varies appreciably from the original Construction Documents. Give particular attention to information on concealed elements, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- Dimensional changes to the drawings.
- Revisions to details shown on drawings.
- Depths of foundations.
- Locations and depths of underground utilities.
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry & device locations.
- Revisions to low voltage systems & controllers/sensors/device locations.
- Actual equipment locations.
- Locations of concealed internal utilities.
- Changes made by Change Order.
- Details not on original Contract Drawings.

2.10.1.2 Mark completely and accurately Project Record Construction Documents or Shop Drawings, when Shop Drawings are the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference to the Shop Drawings on the appropriate Construction Documents location.

2.10.1.3 Note RFI Numbers, ASI Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

2.10.1.4 The CM@Risk shall as a condition of Substantial Completion, submit Project Record Drawing and Shop Drawings prints to the City or its representative for review and comment.

2.10.2. Upon receipt of the reviewed Project Record Drawings from the City, the CM@Risk shall correct any deficiencies and/or omissions to the drawings and prepare for submission to the City within 14 Days.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

2.11 Project Safety

2.11.2. CM@Risk recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury, or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

2.11.3. CM@Risk assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

2.11.4. CM@Risk shall, prior to commencing construction, designate a safety representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, CM@Risk's safety representative shall be an individual stationed at the Site who may have other responsibilities on the Project in addition to safety.

2.11.5. The safety representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with CM@Risk's personnel, Subcontractors, and others as applicable.

2.11.6. CM@Risk and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable Legal Requirement.

2.11.7. CM@Risk will report in writing any safety-related injury, loss, damage, or accident arising from the Work to City's Representative in not less than four (4) hours (via email); follow up with a full, written report on details, causes and results of the incident within two (2) business days; and submit an incident prevention and "lessons learned" plan within one (1) week of the occurrence. To the extent mandated by Legal Requirements, report the incident as required to all government or quasi-government authorities having jurisdiction over safety- related matters involving the Project or the Work.

2.11.8. CM@Risk's responsibility for safety under this Section is not intended in any way to relieve Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.12 Warranty

2.12.1 CM@Risk warrants to City that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

2.12.2. CM@Risk's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than CM@Risk or anyone for whose acts CM@Risk may be liable.

2.12.3. CM@Risk's warranty obligation shall be for two years.

2.12.4. Nothing in this warranty is intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this Section or the Contract Documents. CM@Risk will provide City with all manufacturers' warranties upon Substantial Completion.

2.12.5. See Exhibit V – Warranty Requirements for more detailed information on the CM@Risk's warranty responsibilities.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

2.13 Correction of Defective Work

2.13.2. CM@Risk agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.12 above, within a period of two years from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents. A progress payment, or partial or entire use or occupancy of the Project by the City, shall not constitute acceptance of Work not in accordance with the Contract Documents.

2.13.3. During the Work, CM@Risk shall take meaningful steps to commence correction of such nonconforming Work as notified by the City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CM@Risk fails to commence the necessary steps during the Work, City, in addition to any other remedies provided under the Contract Documents, may provide CM@Risk, and its surety, with written notice that City will commence correction of such nonconforming Work with its own forces.

2.13.4. CM@Risk shall, take meaningful steps to commence correction of nonconforming Work subject to Section 2.12 above, within seven Days of receipt of written notice from City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CM@Risk fails to commence the necessary steps within such seven Day period, City, in addition to any other remedies provided under the Contract Documents, may provide CM@Risk, and its surety, with written notice that City will commence correction of such nonconforming Work with its own forces.

2.13.5. If City does perform such corrective Work, CM@Risk and/or its surety shall be responsible for all reasonable costs incurred by City in performing such correction.

2.13.6. If the nonconforming Work creates an emergency requiring an immediate response, the CM@Risk will respond and initiate corrections within twenty-four hours.

2.13.7. The two-year period referenced in Subsection 2.12.1 above applies only to CM@Risk's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies City may have regarding CM@Risk's other obligations under the Contract Documents.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Article 3 - City's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 City shall, throughout the performance of the Work, cooperate with CM@Risk and perform its responsibilities, obligations, and services in a timely manner to facilitate CM@Risk's timely and efficient performance of the Work and so as not to delay or interfere with CM@Risk's performance of its obligations under the Contract Documents.

3.1.2 City shall furnish at the CM@Risk's request, at no cost to the CM@Risk, a CADD file of the Construction Documents in AutoCAD format compatible with City of Denton Engineering and Architectural Services Department CADD technology.

3.1.3 The City will, if needed, provide training in the use and operation of the Procore system.

3.2 City's Representative

3.2.1 City's Representative shall be responsible for providing City-supplied information and approvals in a timely manner to permit CM@Risk to fulfill its obligations under the Contract Documents.

3.2.2 City's Representative shall also provide CM@Risk with prompt notice if it observes any failure on the part of CM@Risk to fulfill its contractual obligations, including any default or defect in the Project or non-conformance with the Contract Documents.

3.2.3 The City may utilize its own or a third party's field staff to assist the City's Representative during construction in observing performance of the CM@Risk and performing other City functions. This field staff is for the purpose of assisting the City's Representative and should not be confused with an inspector with a City regulatory agency or with an inspector from a City laboratory or materials testing and special inspections firm contracted to the City pursuant to Subsection 2.8.5.

3.2.3.1 Through onsite observation of the Work in progress and field checks of materials and equipment, the field staff shall endeavor to provide protection against defects and deficiencies in the Work.

3.2.3.2 The field staff will be authorized to review all Work and materials furnished. Such review may extend to all or part of the Work and to the preparation, fabrication or manufacture of the materials to be used.

3.2.3.3 The field staff will not be authorized to issue instructions contrary to the Construction Documents or to act as a supervisor for the CM@Risk.

3.2.3.4 The field staff shall have the authority to reject work or materials until any questions at issue can be decided by the City's Representative.

3.2.3.5 The furnishing of such services for the City shall not make the City responsible for or give the City control over construction means, methods, techniques, sequence or procedures, or for safety precautions or programs or responsibility for the CM@Risk's failure to perform the work in accordance with Contract Documents.

3.3 Design Professional Services

3.3.1 The City may contract separately with one or more Design Professionals to provide services for the project. The Design Professional's contract(s) as well as other firms hired by the City to provide services on the project shall be furnished to the CM@Risk. The CM@Risk shall not have any right however, to limit or restrict any contract modifications that are mutually acceptable

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

to the City and Design Professional.

3.3.2 The City may contract with the Design Professional or a designated third party to provide some or all of the following services during the performance of the Work.

3.3.2.1 Provide oversight of the Work. The City and CM@Risk shall endeavor to communicate through the Design Professional or designated third party. Communications by and with the Design Professional's consultants shall be through the Design Professional.

3.3.2.2 Make visits to the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and work in progress and to determine in general if the Work is being performed in accordance with the Contract Documents. The Design Professional will keep the City informed of progress of the Work and will endeavor to guard the City against defects and deficiencies in the Work. The Design Professional may have authority, but not the responsibility to reject construction which does not conform to the Construction Documents; and may require additional inspection or testing of the construction in accordance with Section 2.8.

3.3.2.3 Review and approve or take other appropriate action upon the CM@Risk's submittals such as Shop Drawings, Product Data and Samples in accordance with Section 2.7.

3.3.2.4 Interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the City or CM@Risk. The Design Professional's or designated third party's response to such requests will be made with reasonable promptness and within any time limits agreed upon.

3.3.2.5 Prepare Change Orders and may authorize minor changes in the Work as provided in Subsection 6.6.1.

3.3.2.6 Conduct reviews to determine Substantial Completion and Final Acceptance.

3.3.2.7 Receive and forward to the City for the City's review and records written warranties and related documents required by the Contract Documents and assembled by the CM@Risk.

3.4 **City's Separate Contractors.** City is responsible for all work performed on the Project or at the Site by separate contractors under City's control. City shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with, CM@Risk in order to enable CM@Risk to timely complete the Work consistent with the Contract Documents. Any City separate contractors will be subject to City insurance and subrogation requirements.

3.5 **Permit Review and Inspections**.

3.5.1 If requested by the CM@Risk, the City's Representative will provide assistance and guidance in obtaining necessary reviews, permits and inspections.

3.5.2 Regulating agencies of the City, such as Developmental Services, Fire and Planning Departments, enforce Legal Requirements. These enforcement activities are not subject to the responsibilities of the City under this Agreement.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Article 4 - Contract Time

4.0. Contract Time.

4.0.1. Contract Time shall start with the commencement date established in the Notice to Proceed for the first Approved GMP and end with Substantial Completion.

4.0.2. Each GMP will establish a separate commencement date and a date of Substantial Completion and a Performance Period. The Performance Periods may not be sequential and may run concurrently. The Period to achieve Substantial Completion for each GMP shall be set forth in each GMP submission.

4.0.3. CM@Risk agrees that it will commence performance of the Work and achieve the Performance Periods and Contract Time.

4.0.4. All of the times set forth in this Article 4 shall be subject to adjustment in accordance Article 6.

4.1. Substantial Completion

4.1.1. Substantial Completion shall be for the entire Project unless a partial Substantial Completion is identified in the approved GMP schedule and stated in the Notice to Proceed letter. Substantial Completion shall be in accordance with its definition in Article 1. and with the criteria set forth in the Notice to Proceed.

4.1.2. Prior to notifying the City in accordance with Subsection 4.1.3 below, the CM@Risk shall inspect the Work and prepare and submit to the City a comprehensive list of items to be completed or corrected. The CM@Risk shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the CM@Risk to complete all Work in accordance with the Contract Documents.

4.1.3. CM@Risk shall notify City when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete.

4.1.4. Within five (5) days of City's receipt of CM@Risk's notice, City and CM@Risk will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.

4.1.5. If such Work is substantially complete, City shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed within thirty (30) calendar days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing City's and CM@Risk's responsibility for the Project's security, maintenance, utilities, and insurance pending Final Acceptance, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

4.1.6. City, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Subsection 4.1.5 above, (ii) CM@Risk and City have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) City and CM@Risk agree that City's use or occupancy will not interfere with CM@Risk's completion of the remaining Work.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

4.2. **Final Acceptance.** Upon receipt of written notice that the Work or identified portions of the Work is ready for final acceptance, City, Design Professional and CM@Risk will jointly verify that the remaining items of Work have been completed as set forth in Subsection 4.1.5. The City will issue a Final Acceptance Letter and payment pursuant to Section 7.5.

4.3. **Liquidated Damages.**

4.3.1. CM@Risk recognizes that ***TIME IS OF THE ESSENCE*** for the CM@Risk to achieve Substantial Completion and City will suffer financial loss if the Work is not completed within the Contract Time. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees that as liquidated damages for delay (but not as a penalty), Contractor shall pay City Two Thousand Dollars ($2,000.00) for each day that expires after the Contract Time, as adjusted in accordance with this Contract, until the Day that Substantial Completion occurs.

4.3.2. The City may at its sole discretion deduct from any monies due or which may become due the CM@Risk, a sum as specified herein, for each and every calendar day that the Work shall remain uncompleted. This sum shall be considered, not as penalty, but as the cost(s) for substantial losses suffered by the public and the City. Liquidated damages are intended to compensate the City for the CM@Risk's failure to meet the deadlines set forth herein, and shall not excuse the CM@Risk from liability from any other breach of requirements of the Contract Documents, including any failure of the Work to conform to applicable requirements. The CM@Risk agrees that the sums in Section 4.3.1 are reasonable in light of the anticipated or actual harm caused by the delay and breach, the difficulties of the proof of loss, and the inconvenience or nonfeasibility of otherwise obtaining an adequate remedy.

4.3.3. The parties acknowledge, covenant, and agree that the daily basis and the amount set forth above for liquidated damages are reasonable because of the unique nature of the Project as a benefit to the public; the fact that inconvenience to the public will be one of the significant impacts of any failure by the CM@Risk to timely complete the Work; and that it is impracticable and extremely difficult to ascertain and determine the actual losses which would accrue to the City and the public. Permitting the CM@Risk to continue and finish the Work, or any portion thereof, after the time fixed for its completion, shall in no way operate as a waiver on the part of the City of any of its rights under the Contract.

4.4. **Project Schedule**

4.4.1. The Project Schedule approved as part of a GMP shall be updated and maintained throughout the Work.

4.4.2. The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve CM@Risk of its obligations to complete the Work within the Contract Time, as such dates may be adjusted in accordance with the Contract Documents.

4.4.3. Updated Project Schedules shall be submitted monthly in electronic forms to the City as part of the Payment Request.

4.4.4. CM@Risk shall provide City with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to Project Schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other items that require resolution so as not to jeopardize ability to complete the Work as presented in the GMP proposal and within the Contract Time. Each status report shall also include the following:

- Description of problem tasks (referenced to field instructions, requests for information

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

(RFI's), as appropriate.

- Current and anticipated delays including:
  - Cause of the delay;
  - Corrective action and schedule adjustments to correct the delay;
  - Known or potential impact of the delay on other activities, Milestones, and the date of Substantial Completion.
- Changes in construction sequence
- Pending items and status thereof including but not limited to:
  - Time Extension requests;
  - Other items.
- Substantial Completion date status:
  - If ahead of schedule, the number of calendar Days ahead;
  - If behind schedule, the number of calendar Days behind.
- Other project or scheduling concerns

4.4.5. City's review of and response to the Project Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review shall not relieve the CM@Risk from compliance with the requirements of the Contract Documents or be construed as relieving the CM@Risk of its complete and exclusive control over the means, methods, sequences, and techniques for executing the Work.

4.4.6. The Project Schedule shall include a Critical Path Method (CPM) diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path.

4.4.6.1. The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

4.4.6.2. The CPM diagram schedule shall indicate all relationships between activities.

4.4.6.3. The activities making up the schedule shall be sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work. Further, activities shall be included for, without limitation, any and all City franchised or private utilities required to be temporarily or permanently demolished, relocated or installed; design, procurement, furnishing and installing of equipment, information technology systems, security systems, furnishings, and other City improvements (whether installed by the CM@Risk or the City) required for the Work to be completely functional as intended. These Owner Activities will be shown in the schedule with the appropriate precursor and successor activities necessary for monitoring and evaluating the progress of the Owner Activities.

4.4.6.4. The CPM diagram schedule shall be based upon activities, which would coincide with the schedule of values, but the Project Schedule is not required to be ***cost-loaded***.

4.4.6.5. The CPM diagram schedule shall show all critical submittals associated with each work activity and the review time for each submittal.

4.4.6.6. The Project Schedule shall show Milestones, including Milestones for Owner-furnished information, utilities and improvements when those Milestones are interrelated with the CM@Risk activities.

4.4.6.7. The Project Schedule shall include a Critical Path activity that reflects anticipated rain delay during the performance of the Contract. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the site. Weather data shall be based on information provided by the National Weather Services or other approved source.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

4.4.7. The Project Schedule shall consider the City's and the other stakeholder occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.

4.4.8. Float time shall be as prescribed below.

4.4.8.1. The total Float within the overall Project Schedule, is not for the exclusive use of either the City or the CM@Risk but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract Milestones and the Project contract time.

4.4.8.2. The CM@Risk shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the Project Schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Substantial Completion date.

4.4.8.3. Since Float time within the Project Schedule is jointly owned, it is acknowledged that City-caused delays on the Project may be offset by City-caused time savings (i.e., critical path submittals returned in less time than allowed by the Contract, approval of substitution requests and credit changes which result in savings of time to the CM@Risk, etc.). In such an event, the CM@Risk shall not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Article 5- Contract Price

5.0. The CM@Risk agrees at his own proper cost and expense, to do all Work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this Agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the approved GMP proposal.

5.1. Contract Price.

5.1.1. The Contract Price will be as approved in the Guaranteed Maximum Price proposal attached as an Exhibit including an amount for Owner's Contingency.

5.1.2. Guaranteed Maximum Price is composed of the following not-to-exceed cost reimbursable or lump sum amounts defined below. The CM@Risk is at risk to cover any additional Project costs. Any amounts in excess of the allowances and/or CM@Risk's Contingency shall revert to the City.

5.1.2.1 The Cost of the Work is a fixed lump sum.

5.1.2.2 The General Conditions Costs and the Construction Fee are firm fixed lump sums, but subject to adjustments as permitted in the Contract Documents.

5.1.3 CM@Risk's Contingency is an amount the CM@Risk may be used under the following conditions: (1) at its discretion for increases in the Cost of the Work, or (2) with written approval of the City for increases in General Condition Costs. CM@Risk's Contingency is assumed to be a direct project cost so will have received all markups at the time of GMP submission.

5.1.4 When the CM@Risk utilize CM@Risk's Contingency funds, the CM@Risk shall make the appropriate changes to the schedule of values with the next regular progress payment request. The CM@Risk shall deduct the amount of CM@Risk's Contingency funds used from the CM@Risk's Contingency line item and adding the same amount to the line item on the schedule of values where the funds were used. If the CM@Risk's Contingency funds are used for a new line item that was not given with the original schedule of values, that will be so indicated.

5.1.5 Owner's Contingency are funds to be used at the discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen site conditions. Owner's Contingency will be added to the GMP amount provided by the CM@Risk, the sum of which will be the total contract price for construction. Markups for Construction Fee and taxes will be applied by the CM@Risk at the time that Owner's Contingency is used.

5.1.6 As a City public procurement project this Project is tax exempt. Appropriate tax exemption forms shall be provided to the CM@Risk.

5.1.7 The GMP is subject to adjustments made in accordance with Article 6 and by GMP Amendments to this Agreement.

5.1.8 GMP Amendments are cumulative not including CM@Risk Contingency. The amount of CM@Risk Contingency for each GMP amendment will be negotiated separately and shall reflect the CM@Risk's risk from that point in the project forward.

5.1.8.1 If the GMP requires an adjustment due to changes in the Work or other causes as allowed in the Contract Documents, the cost of such changes is determined subject to Article 6. The markups that shall be allowed on such changes shall be no greater than the markups delineated in Article 6.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Article 6 - Changes to the Contract Price and Time

6.1. Delays to the Work

6.1.1. If CM@Risk is delayed in the performance of the Work that will cause a change in the date of Substantial Completion due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom CM@Risk is responsible, the Contract Times for performance shall be reasonably extended by Change Order.

6.1.2. The CM@Risk shall request an increase in the Contract Time by written notice including an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay only one request is necessary. Such notice shall not be later than fourteen (14) Days after such condition or event has been encountered.

6.1.3. By way of example, events that will entitle CM@Risk to an extension of the Contract Time include acts or omissions of City or anyone under City's control (including separate contractors), changes in the Work, Differing Site Conditions, delays by regulating agencies, wars, floods, labor disputes, unusual delay in transportation, epidemics, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

6.1.4. If adverse weather conditions are the basis for a request for additional Contract Time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and that weather conditions had an adverse effect on the scheduled Substantial Completion.

6.1.4.1. In allowing delays for weather, the City will be entitled to consider weather conditions prevailing throughout the entire Contract period. The City and CM@Risk will together reconcile actual working days lost and gained over the entire Contract period every ninety (90) days. The CM@Risk shall then adjust the activities for the schedule's Float reserves where those activities are carried in the CM@Risk's Project Schedule (if any).

6.1.5. It is understood, however, that permitting the CM@Risk to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the City of any of its legal rights herein.

6.1.6. In addition to CM@Risk's right to a time extension for those events set forth in this Section, CM@Risk shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for those events set forth in this Section that are beyond the control of both CM@Risk and City, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God. In the event of an occurrence under this Section, the CM@Risk and any Subcontractors will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CM@Risk and any Subcontractors continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Subcontractors of the CM@Risk shall immediately notify the CM@Risk, who shall then immediately notify the City Project Manager by telephone of any such circumstances or event (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a sufficient level of detail the circumstances causing the non-performance or delay in performance.

6.1.7. If either the Work actually in place falls behind as reflected by the currently updated Project Schedule, or it becomes apparent or likely in the reasonable opinion of the City that the Work will not be completed within the Contract Time or in accordance with the CM@Risk's Project Schedule, due to delays caused by the CM@Risk or its subcontractors, the CM@Risk agrees it shall, as necessary, take some or all of the following actions (hereinafter referred to collectively as "Extraordinary Measures") at no additional cost to the City or their consultants, as required

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

to substantially eliminate, in the judgment of the City, the backlog of CM@Risk's Work on the Project:

6.1.7.1. Increase quantities of, without limitation, labor, supervision, material deliveries, equipment on site, and crafts as necessary;

6.1.7.2. Increase the number of working hours per shift, shifts per working day, working days per week, or any combination of the foregoing;

6.1.7.3. Reschedule activities to achieve maximum practical concurrence of accomplishment; and

6.1.7.4. Do whatever else is reasonably required by the City.

6.1.8. These Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The City's right to require Extraordinary Measures is solely for the purpose of ensuring the CM@Risk's compliance with the CM@Risk's Schedule.

6.1.9. In the event of such a delay, the City may also require the CM@Risk to immediately submit a Proposed Recovery Schedule for its review and approval, demonstrating to the City's satisfaction the effect of applying the necessary and continuing Extraordinary Measures required to recover the Substantial Completion date shown in the most currently approved Project Schedule.

6.2 Differing Site Conditions

6.2.1 If CM@Risk encounters a Differing Site Condition, CM@Risk will be entitled to an adjustment in the Contract Price and/or Contract Times to the extent CM@Risk's cost and/or time of performance are adversely impacted by the Differing Site Condition.

6.2.2 Upon encountering a Differing Site Condition, CM@Risk shall provide prompt written notice to City of such condition, which notice shall not be later than seven (7) days after such condition has been encountered. CM@Risk shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been further or substantially disturbed or altered.

6.3 Errors, Ambiguities, Discrepancies and Omissions.

6.3.1 If the CM@Risk observes errors, ambiguities, discrepancies, or omissions in the Contract Documents, they shall promptly notify the Design Professional and request clarification.

6.3.2 If the CM@Risk proceeds with the Work affected by such known errors, ambiguities, discrepancies, or omissions, without receiving such clarifications, they do so at their own risk. Adjustments involving such circumstances made by the CM@Risk prior to clarification by the Design Professional shall be at the CM@Risk's risk.

6.4 City Requested Change in Work.

6.4.1 The City reserves the right to make, at any time during the progress of the Work, such alterations as may be found necessary or in the City's best interest.

6.4.2 Such alterations and changes shall not invalidate this Agreement nor release the surety and the CM@Risk agrees to perform the Work as altered, the same as if it has been a part of the

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

original Contract Documents.

6.4.3 The City will request a proposal for a change in Work from CM@Risk, and an equitable adjustment in the Contract Price and/or Contract Times shall be made based on a mutual agreed upon cost and time.

6.5. Legal Requirements.

6.5.1. The Contract Price and/or Contract Times shall be adjusted to compensate CM@Risk for the effects of any changes in the Legal Requirements enacted after the date of the Agreement or the date of the GMP proposal, affecting the performance of the Work.

6.6. Change Directives and Change Orders.

6.6.1. City and CM@Risk shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.

6.6.2. All changes in Work authorized by Change Orders shall be performed under the conditions of the Contract Documents

6.7. Minor Changes in the Work

6.7.1. The City has authority to order minor changes in Work that do not materially and adversely affect the Work, including the design, quality, performance, and workmanship required by the Contract Documents. Such changes shall be affected by written order and shall be binding on the City and CM@Risk. The CM@Risk shall carry out such written orders promptly.

6.7.2. CM@Risk may make minor changes in Work, provided, however that CM@Risk shall promptly inform City, in writing, of any such changes and record such changes, if appropriate, on the Project Record Documents maintained by CM@Risk.

6.7.3. Minor changes in Work will not involve an adjustment in the Contract Price and/or Contract Times.

6.8. Contract Price Adjustments

6.8.1. The increase or decrease in Contract Price resulting from a change in the Work shall be handled in accordance with the provisions of Section 2251.0521 of the Texas Government Code and determined by one or more of the following methods:

6.8.1.1. Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

6.8.1.2. A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by City; or

6.8.1.3. Estimated cost of the Work, General Conditions Costs, if applicable, Construction Fee and tax.

6.8.2. The markups for overhead and profit that shall be allowed on the Cost of the Work driven by each change shall be no greater than that specified in Section 6.8.5 below.

6.8.3. If an increase or decrease cannot be agreed to as set forth in Subsections 6.8.1.1 through 6.8.1.3 above and City issues a Change Directive, the cost of the change of the Work shall be determined by the verifiable, actual expenses and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit as shown in Section 6.8.5 below. CM@Risk shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

6.8.4. Cost of the Work for the purposes of this Section 6.8, and in calculating overhead and profit shall be limited to the following:

6.8.4.1. Costs of labor, including applicable and verifiable payroll taxes, fringe benefits required by agreement, workers' compensation insurance, and other employee costs approved by the City;

6.8.4.2. Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

6.8.4.3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the CM@Risk or others;

6.8.4.4. Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

6.8.4.5. Additional, verifiable payroll and subsistence costs incurred by the CM@Risk, Subcontractor, and Sub-subcontractor of field personnel directly attributable to the change.

6.8.5. The allowance for the combined total of onsite and offsite overhead and profit included in the total cost to the City for proposed Change Orders shall be based on the following schedule

6.8.5.1. For the CM@Risk, for Work performed by the CM@Risk's own forces, CM@Risk's fee percentage shown in the GMP plus actual direct jobsite costs associated with the additional work, if any;

6.8.5.2. For the CM@Risk, for Work performed by the CM@Risk's Subcontractor, CM@Risk's fee percentage shown in the GMP plus actual direct jobsite costs associated with the additional work, if any;

6.8.5.3. For each Subcontractor or sub-Subcontractor involved, for Work performed by that Subcontractor or Sub-subcontractor's own forces, ten percent (10%) of the cost;

6.8.5.4. For each Subcontractor, for Work performed by the Subcontractor's sub-Subcontractors, five percent (5%) of the amount due the sub-Subcontractor;

6.8.5.5. Under no circumstance shall costs of the CM@Risk's supervisory, management, administrative or other office personnel, regardless of where stationed, be paid as cost of the Work for such a change. Conversely, the CM@Risk shall be compensated for such personnel within the overhead and profit percentage specified in this Section 6.8.4.

6.8.5.6. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can immediately be seen by inspection, shall be accomplished by a complete itemization of quantities and costs including labor, materials, and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also;

6.8.5.7. When both additions and credits are involved in any change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any; and

6.8.5.8. Overtime, when specifically authorized by the City and not as a requirement for the CM@Risk to fulfill its obligations under this Agreement, shall be paid for by the City on the basis of premium payment only, plus the cost of insurance and taxes based on the premium payment period. Overhead and profit will not be paid by the City for overtime for CM@Risk caused delays.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

6.8.6. If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to City or CM@Risk because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

6.8.7. If City and CM@Risk disagree upon whether CM@Risk is entitled to be paid for any services required by City, or if there are any other disagreements over the scope of Work or proposed changes to the Work, City and CM@Risk shall resolve the disagreement pursuant to Article 8 hereof.

6.8.7.1. As part of the negotiation process, CM@Risk shall furnish City with a good faith estimate of the costs to perform the disputed services in accordance with City's interpretations.

6.8.7.2. If the parties are unable to agree and City expects the CM@Risk to perform the services in accordance with City's interpretations, CM@Risk shall proceed to perform the disputed services, conditioned upon City issuing a written order to CM@Risk (i) directing CM@Risk to proceed and (ii) specifying City's interpretation of the services that are to be performed unless otherwise prohibited under Section 2251.0521 of the Texas Government Code.

6.8.8. **Emergencies.** In any emergency affecting the safety of persons and/or property, CM@Risk shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time resulting from emergency work under this Section shall be determined as provided in this Article.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Article 7- Procedure for Payment

7.0. For and in consideration of the faithful performance of the Work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the City and to its satisfaction, the City agrees to pay the said CM@Risk the actual Cost of the Work and any applicable General Conditions Costs including, insurance and bonding, taxes, if any, and the CM@Risk's Construction Fee, but no more than the GMP as adjusted by any Change Orders. Payment for the specific work under this Agreement will be made in accordance with payment provisions detailed below.

7.1. GMP Payment Request

7.1.1. At the pre-construction conference prescribed in Section 2.4, CM@Risk shall submit for City's review and approval a schedule of values. The schedule of values will serve as the basis for monthly progress payments made to CM@Risk throughout the Work.

7.1.2. At least five (5) working days prior to the date established for a Payment Request, the CM@Risk shall submit an updated Project Schedule and meet with the City's Representative to review the progress of the Work as it will be reflected on the Payment Request.

7.1.3. The Payment Request shall constitute CM@Risk's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Payment Request, and that all Work will pass to City free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project and payment, therefore.

7.1.4. The Payment Request may request payment for stored equipment and materials if construction progress is in reasonable conformance with the approved Project Schedule.

7.1.4.1. For equipment and materials suitably stored at the Site, the equipment and materials shall be protected by suitable insurance and City shall receive the equipment and materials free and clear of all liens and encumbrances upon payment, therefore.

7.1.4.2. For materials and equipment stored off the Site and included in Payment Request, the City must approve the storage. The material and equipment must be stored within a City of Denton approved location and be accessible for City's inspection. The CM@Risk must protect the City's interest and shall include applicable insurance, bonding, storage, and transportation to the Site.

7.1.4.3. All bonds and insurance required for stored materials shall name the City as the loss payee to the extent of its interest in the stored materials.

7.1.5. CM@Risk shall submit payment requests to the City at the beginning of each month beginning with the first month after the construction Notice to Proceed.

7.1.6. With every Payment Request for the Work, CM@Risk will submit an affidavit stating that the CM@Risk has complied with the requirements of Chapter 2258, Texas Government Code. The parties hereto agree that any electronic copy of such affidavit shall be treated as an original for all intents and purposes.

7.2. Payment of GMP

7.2.1. City shall make payment in accordance with the provisions of this Contract and Chapter 2251 of the Texas Government Code. Payment will be made no later than thirty (30) Days after the Payment Request is received by the City, but in each case less the total of payments previously made, and less amounts properly retained under Section 7.3 below.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

7.2.2. City shall pay CM@Risk all amounts properly due. If City determines that there is an error in the Payment Request and the CM@Risk is not entitled to all or part of a Payment Request, it will notify CM@Risk in writing within twenty-one (21) Days after the date Payment Request is received by the City. The notice shall indicate the specific amounts City intends to withhold, the reasons and contractual basis for the withholding, and the specific measures CM@Risk must take to rectify City's concerns. CM@Risk and City will attempt to resolve City's concerns. If the parties cannot resolve such concerns, CM@Risk may pursue its rights under the Contract Documents, including those under Article 8 hereof.

7.3. Retention on GMP

7.3.1. City will retain five percent (5%) of each Payment Request amount provided.

7.4. **Substantial Completion.** Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, City shall release to CM@Risk all retained amounts relating, as applicable, to the entire Work or substantially completed portion of the Work, less an amount of the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

7.5. Final Payment

7.5.1. After receipt of a final Payment Request, City shall make final payment 30 days after the receipt by the City, provided that CM@Risk has completed all of the Work in conformance with the Contract Documents and a Final Acceptance Letter has been issued by the City.

7.5.2. At the time of submission of its final Payment Request, CM@Risk shall provide the following information:

7.5.2.1. An affidavit that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, material, equipment, taxes, or other items performed, furnished or incurred for or in connection with the Work which will in any way affect City's interests;

7.5.2.2. A general release executed by CM@Risk waiving, upon receipt of final payment by CM@Risk, all claims, except those claims previously made in writing to City and remaining unsettled at the time of final payment;

7.5.2.3. Conditional waivers and releases executed by all Subcontractors; and

7.5.2.4. Consent of CM@Risk's surety, if any, to final payment (original with raised seal).

7.6. Payments to Subcontractors or Suppliers

7.6.1. CM@Risk shall pay its Subcontractors or suppliers within ten (10) Days of receipt of each progress payment from the City. The CM@Risk shall pay for the amount of Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the City with each progress payment. In addition, any reduction of retention by the City to the CM@Risk shall result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work. CM@Risk shall pay Subcontractors or suppliers the reduced retention within ten (10) Days of the payment of the reduction of the retention to the CM@Risk. No contract between CM@Risk and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment and retention reduction as provided herein.

7.6.2. If the CM@Risk fails to make payments in accordance with these provisions, the City may take any one or more of the following actions and CM@Risk agrees that the City may take such actions:

7.6.2.1. To hold the CM@Risk in default under this Agreement;

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

7.6.2.2. Withhold future payments including retention until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;

7.6.2.3. Reject all future offers to perform work for the City from the CM@Risk for a period not to exceed one year from Substantial Completion date of this Project; or

7.6.2.4. Terminate this Agreement.

7.6.3. All funds paid to the CM@Risk are paid in trust and shall be used for payment of the Subcontractors and Suppliers who have performed work on the Project before the CM@Risk may use any of the funds for any other purpose. Nothing in this provision shall prohibit the CM@Risk from withholding any funds in dispute or back charges or offsets under the provisions of the Subcontract. The CM@Risk shall include a trust fund provision in each subcontract requiring the subcontractor to hold any payment its receives in trust and to use them for payment of its subcontractors and suppliers who have performed work on the Project before Subcontractor may use the funds for any other purpose.

7.6.4. Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

7.6.5. CM@Risk shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

7.7. Record Keeping, Audits and Finance Controls

7.7.1. Full and detailed records of the CM@Risk's direct personnel payroll, reimbursable expenses pertaining to the Cost of the Work for this Project and records of accounts between the City and CM@Risk shall be kept on a generally recognized accounting basis consistently applied, and shall be available for five years after Final Acceptance of the Project, or for such longer period as may be required by law. The accounting and control systems shall be as necessary for proper financial management under this Agreement; and as required to substantiate all costs incurred to the satisfaction of the City.

7.7.2. The City, its authorized representative, and/or the appropriate federal agency (if any), reserve the right to audit the CM@Risk's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Change Orders.

7.7.2.1. Specifically, the City and the City's authorized auditors shall, during regular business hours and upon reasonable notice, be afforded access to electronically or within 50 miles of Denton, and shall be permitted to audit, inspect and copy, the CM@Risk's records and accounts, including complete documentation supporting actual, direct and "bare" labor costs, job–cost coded labor reports, accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other information or data relating to this Agreement.

7.7.3. The City reserves the right to decrease Contract Price and/or payments made on this Agreement if, upon audit of the CM@Risk's records, the audit discloses the CM@Risk has provided false, misleading, or inaccurate cost and pricing data.

7.7.4. The CM@Risk shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.

7.7.5. The City reserves the right to decrease Contract Price and/or payments made on this Agreement if the above provision is not included in Subconsultant's and Subcontractor's contracts, and one or more Subconsultants and/or Subcontractors do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Article 8- Claims and Disputes

8.0. Requests for Contract Adjustments and Relief.

8.0.1. If either CM@Risk or City believes that it is entitled to relief against the other for any event arising out of or related to the Contract, such party shall provide written notice to the other party of the basis for its claim for relief.

8.0.2. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.

8.0.3. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) Days or other timeframes agreed to by both parties, in writing, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.

8.0.4. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

8.1. Dispute Avoidance and Resolution

8.1.1. The parties are fully committed to working with each other throughout the Project and agree to always communicate regularly with each other so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CM@Risk and City each commit to resolving such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to the Work.

8.1.2. CM@Risk and City will first attempt to resolve disputes or disagreements at the field level through discussions between CM@Risk's Representative and City's Representative.

8.1.3. If a dispute or disagreement cannot be resolved through CM@Risk's Representative and City's Representative, CM@Risk's Senior Representative and City's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement. Should this effort be unsuccessful then the parties may proceed to take appropriate action to enforce any rights or obligations pursuant to the provisions of the Contract.

8.2. Duty to Continue Performance Unless provided to the contrary in the Contract Documents or as provided by statute, CM@Risk shall continue to perform the Work and City shall continue to satisfy its payment obligations to CM@Risk, pending the final resolution of any dispute or disagreement between CM@Risk and City.

8.3. Representatives of the Parties

8.3.1. City's Representatives

8.3.1.1. City designates the City Engineer or their designee as its Senior Representative ("City's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Subsection 8.1.3.

8.3.1.2. City designates the City's project manager as its City's Representative, which individual has

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the authority and responsibility set forth in Subsection 8.1.2.

8.3.2. CM@Risk's Representatives

8.3.2.1. CM@Risk designates the individual listed below as its Senior Representative ("CM@Risk's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Subsection 8.1.3:

Matt Bothun, Senior Rep.
125 East John W Carpenter Freeway
Irving, TX 75062
Mabothun@sundt.com

8.3.2.2. CM@Risk designates the individual listed below as its CM@Risk's Representative, which individual has the authority and responsibility set forth in Subsection 8.1.2:

Justin Wilson, Field Level
125 East John W Carpenter Freeway
Irving, Tx 75062
jrwilson@sundt.com

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Article 9 – Suspension and Termination

9.0. City's Right to Stop Work

9.0.1. City may, at its discretion and without cause, order CM@Risk in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive Days.

9.0.2. CM@Risk may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by City.

9.1. Termination for Convenience

9.1.1. Upon receipt of written notice to CM@Risk, City may, at its discretion and without cause, elect to terminate this Agreement. In such event, City shall pay CM@Risk only the direct value of its completed Work and materials supplied as of the date of termination and the reasonable costs and expenses attributable to such termination. CM@Risk shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead.

9.1.2. If the City suspends the Work for 181 consecutive Days or more, such suspension shall be deemed a termination for convenience.

9.1.3 Upon such termination, the CM@Risk shall proceed with the following obligations:

9.1.3.1 Stop Work as specified in the notice.

9.1.3.2 Place no further subcontracts or orders.

9.1.3.3 Terminate all subcontracts to the extent they relate to the Work terminated and finalize all settlement proposals.

9.1.3.4 Take any action that may be necessary for the protection and preservation of the property related to the Contract that is in the possession of the CM@Risk and which the City has or may acquire an interest.

9.1.4 The CM@Risk shall submit complete termination inventory schedules no later than 120 Days from the date of the notice of termination.

9.1.5 The City shall pay CM@Risk the following.

9.1.5.1 The direct, verifiable value of its completed Work and materials supplied as of the date of termination.

9.1.5.2 The reasonable, verifiable costs and expenses attributable to such termination.

9.1.5.3 CM@Risk shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead. Neither shall the CM@Risk be entitled to any costs for lost opportunity, or any other similar, consequential damages. If it appears the CM@Risk would have sustained a loss on the entire Work had it been completed, the CM@Risk shall not be allowed profit and the City shall reduce the settlement to reflect the indicated rate of loss.

9.1.6 The CM@Risk shall maintain all records and documents for five years after final settlement. These shall be maintained and subject to auditing as prescribed in Section 7.7.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

9.2. City's Right to Perform and Terminate for Cause

9.2.1. If the City provides the CM@Risk with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and the CM@Risk fails to comply in a time frame specified, the City may have a portion of the Work included in the written order accomplished by other sources.

9.2.2. If CM@Risk persistently fails to: (i) provide a sufficient number of skilled workers; (ii) supply the materials required by the Contract Documents; (iii) comply with applicable Legal Requirements; (iv) timely pay, without cause, Subconsultants and/or Subcontractors; (v) prosecute the Work with promptness and diligence to ensure that the Work is completed within the Contract Times, as such times may be adjusted; or (vi) perform material obligations under the Contract Documents, then City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Subsections 9.2.3 and 9.2.4 below.

9.2.3. Upon the occurrence of an event set forth in Subsection 9.2.2 above, City may provide written notice to CM@Risk, with a copy to the surety, if any, that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) Days of CM@Risk's receipt of such notice.

9.2.3.1. If CM@Risk fails to cure, or reasonably commence to cure, such problem, then City may give a second written notice to CM@Risk, with a copy to the surety, if any, of its intent to terminate within an additional seven (7) Day period.

9.2.3.2. If CM@Risk, within such second seven (7) Day period, fails to cure, or reasonably commence to cure, such problem, then City may declare the Agreement terminated for default by providing written notice to CM@Risk of such declaration, with a copy to the surety, if any.

9.2.4. Upon declaring the Agreement terminated pursuant to Subsection 9.2.3.2 above, City may enter upon the premises and take possession, for the purpose of completing the Work, of all materials which have been purchased for the performance of the Work, all of which CM@Risk hereby transfers, assigns and sets over to City for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.

9.2.5. In the event of such termination, CM@Risk shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, the CM@Risk will only be entitled to be paid for Work performed and accepted by the City prior to its default.

9.2.6. If City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then CM@Risk shall be obligated to pay the difference to City. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by City in connection with the reprocurement and defense of claims arising from CM@Risk's default.

9.2.7. If City improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of Section 9.1.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Article 10 - Insurance and Bonds

10.0. Insurance Requirements

10.0.1 CM@Risk and Subcontractors shall procure and maintain until all of their obligations under this agreement have been discharged, including until any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the Work hereunder by the CM@Risk, their agents, representatives, employees, or Subcontractors.

10.0.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

10.0.3 The City in no way warrants that the minimum limits contained herein are sufficient to protect the CM@Risk from liabilities that might arise out of the performance of the Work under this Agreement by the CM@Risk, their agents, representatives, employees, or subcontractors. CM@Risk is free to purchase such additional insurance as may be determined necessary.

10.1 Minimum Scope and Limits of Insurance. CM@Risk shall provide coverage with limits of liability not less than those stated below:

10.1.1 Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

• General Aggregate/for this Project	$2,000,000/$1,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Each Occurrence	$1,000,000

The policy shall include endorsement CG2503 Amendment of limits (designated project or premises) in order to extend the policy's limits specifically to the project in question.

The policy shall be endorsed to include the following additional insured language: **"The City of Denton, its Officials, and Employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CM@Risk. This policy shall provide a blanket waiver of subrogation in favor of the City of Denton. A copy of the endorsement or other policy provisions naming the City as an additional insured to the insurance policy and providing a blanket waiver of subrogation in favor of the City of Denton, its Officials, and Employees shall be attached to the certificate of insurance."**

10.1.2 Automobile Liability **-** Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)	$1,000,000

The policy shall be endorsed to include the following additional insured language: **"The City of Denton, its Officials, Employees, and Volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CM@Risk, including automobiles owned, leased, hired or borrowed by the CM@Risk This policy shall provide a blanket waiver of subrogation in favor of the City of Denton. A copy of the endorsement or other policy provisions naming the City as an additional insured to the insurance policy and providing a blanket waiver of subrogation in favor of the City of Denton, its Officials, and Employees shall be attached to the certificate of insurance."**

10.1.3 Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Employers' Liability	
Each Accident	$100,000
Disease - Each Employee	$100,000
Disease – Policy Limit	$500,000

This policy shall provide a blanket waiver of subrogation in favor of the City of Denton. A copy of the endorsement or other policy provisions providing a blanket waiver of subrogation in favor of the City of Denton, its Officials, and Employees shall be attached to the certificate of insurance."

10.1.4 Builders' Risk Insurance or Installation Floater
In an amount equal to the initial Contract Price plus additional coverage equal to Contract Price for all subsequent Amendments and/or Change Orders.

10.1.4.1 The City of Denton, its Officials, and Employees, the CM@Risk, and Subcontractors, shall be **named as Additional Insureds** on the policy**.**

10.1.4.2 Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for flood and earth movement.**

10.1.4.3 Policy shall be maintained until whichever of the following shall first occur: (i) final payment has been made; or, (ii) until no person or entity, other than the City of Denton, has an insurable interest in the property required to be covered.

10.1.4.4 Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City.

10.1.4.5 Policy must provide coverage from the time any covered property becomes the responsibility of the CM@Risk, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.

10.1.4.6 Loss, if any, shall be adjusted with and made payable to the City of Denton as Trustee for the insureds as their interests may appear.

10.1.4.7 This policy shall provide a blanket waiver of subrogation in favor of the City of Denton. A copy of the endorsement or other policy provisions naming the City as an additional insured to the insurance policy and providing a blanket waiver of subrogation in favor of the City of Denton, its Officials, and Employees shall be attached to the certificate of insurance."

10.1.4.8 CM@Risk is responsible for the payment of all policy deductibles.

10.2 **Additional Insurance Requirements.** The policies shall include, or be endorsed to include the following provisions:

10.2.1 On insurance policies where the City of Denton is named as an additional insured, the City of Denton shall be an additional insured to the full limits of liability purchased by the CM@Risk even if those limits of liability are in excess of those required by this Agreement.

10.2.2 The CM@Risk's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

10.2.3 Coverage provided by the CM@Risk shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

10.2.4 PROFESSIONAL LIABILITY INSURANCE

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

If CONTRACTOR, SUBCONTRACTOR, or SUBCONSULTANT is a licensed or certified person who renders professional services, then Professional Liability Insurance to provide coverage against any claim which the CONTRACTOR, SUBCONTRACTOR, or SUBCONSULTANT becomes legally obligated to pay as damages arising out of the performance of professional services caused by any negligent error, omission or act with minimum limits of $1,000,000.00 per claim, $2,000,000.00 annual aggregate.

10.3 **Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage, materially changed, or endorsed to lower limits except after thirty (30) Days prior written notice has been given to the City. Such notice shall be sent directly to the City Senior Representative and shall be sent by certified mail, return receipt requested.

10.4 **Acceptability of Insurers.** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Texas and with an "A.M. Best" rating of at least A or better. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the CM@Risk from potential insurer insolvency.

10.5 Verification of Coverage

10.5.1 CM@Risk shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

10.5.2 All certificates and endorsements are to be received and approved by the City before Work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of Work under this Agreement and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of the contract.

10.5.3 All certificates required by this Agreement shall be sent directly to City's Senior Representative. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time**. DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

10.5.4 If the Certificate of Insurance reflecting policy coverage and cancellation notice does not conform to the City's requirements, the CM@Risk must:

- **Submit a current insurance certificate (dated within 15 Days of the Payment Request submittal) with each Payment Request form. The Payment Request will be rejected if the insurance certificate is not submitted with the Payment Request.**

10.6 **Subcontractors.** CM@Risk's certificate(s) shall include all Subcontractors as additional insureds under its policies **or** CM@Risk shall furnish to the City separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements identified above.

10.7 **Approval.** Any modification or variation from the insurance requirements in this Contract shall be made by the Law Department, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

10.8 Bonds and Other Performance Security.

10.8.1 Prior to execution of this Agreement, the CM@Risk must provide a performance bond, maintenance bond, at the City's discretion, and a payment bond, each in an amount equal to the total contract price of the GMP set forth in this Agreement. In addition to any criteria set forth

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

in this provision, the performance and payment bonds must comply with all requirements of Chapter 2253 of the Texas Government Code.

10.8.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the state of Texas, issued by the Director of the Texas Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued, updated, or certified within two years prior to the execution of this Agreement.

10.8.3 The bonds shall be made payable and acceptable to the City of Denton.

10.8.4 The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Texas or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.

10.8.5 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, the CM@Risk shall promptly furnish a copy of the bonds or shall permit a copy to be made.

10.8.6 All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of “A- or better for the prior four quarters” by the A.M. Best Company.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Article 11 – Indemnification

11.1 CM@Risk's General Indemnification.

11.1.1 CM@RISK AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF DENTON, ITS OFFICERS, AGENTS AND EMPLOYEES, AND ANY JURISDICTION OR AGENCY ISSUING PERMITS FOR ANY WORK INCLUDED IN THE PROJECT, THEIR OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, (HEREINAFTER REFERRED TO AS "INDEMNITEES", FROM ALL SUITS AND CLAIMS, INCLUDING ATTORNEY'S FEES AND COST OF LITIGATION, ACTIONS, LOSS, DAMAGE, EXPENSE, COST OR CLAIMS OF ANY CHARACTER OR ANY NATURE ARISING OUT OF THE WORK DONE IN FULFILLMENT OF THE TERMS OF THE CONTRACT DOCUMENTS OR ON ACCOUNT OF ANY ACT, CLAIM OR AMOUNT ARISING OR RECOVERED UNDER WORKER'S COMPENSATION LAW OR ARISING OUT OF THE FAILURE OF THE CM@RISK, ITS OFFICERS, EMPLOYEES, AGENTS, OR ITS SUBCONTRACTORS OR THE SUBCONTRACTORS' OFFICERS, EMPLOYEES OR AGENTS, TO CONFORM TO ANY STATUTES, ORDINANCES, REGULATION, LAW OR COURT DECREE. IT IS AGREED THAT THE CM@RISK WILL BE RESPONSIBLE FOR PRIMARY LOSS INVESTIGATION, DEFENSE, AND JUDGMENT COSTS WHERE THIS INDEMNIFICATION PROVISION APPLIES. IN CONSIDERATION OF THE AWARD OF THIS CONTRACT, THE CM@RISK AGREES TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE CITY, ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FOR LOSSES ARISING FROM THE WORK PERFORMED BY THE CM@RISK, ITS OFFICERS, EMPLOYEES, AGENTS, OR ITS SUBCONTRACTORS OR THE SUBCONTRACTORS' OFFICERS, EMPLOYEES OR AGENTS, OR ITS SUBCONTRACTORS FOR THE CITY. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EXCEPT TO THE EXTENT THAT THE DAMAGES BEING SOUGHT WERE CAUSED, IN PART, BY ANY ACT, OMISSION OR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT OF THE CITY

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Article 12 – General Provisions

12.1 Contract Documents

12.1.1 Contract Documents are as defined in Article 1. This Agreement, Plans, Standard Specifications and Details, Special Provisions, Addenda (if any) and used as the basis for the Guaranteed Maximum Price Proposal; GMP, Performance Bond, Payment Bond, Maintenance Bond, if applicable, Certificates of Insurance, Construction Documents and Change Orders (if any) are by this reference made a part of this Agreement to the same extent as if set forth herein in full. The Contract Documents include Exhibit Z and Exhibit AA and CM@Risk agrees to be bound by those terms and conditions that by reference are made a part of this Agreement to the same extent as if set forth herein in full. Exhibit Z is from the Texas Water Development Board (TWDB) document TWDB-0552 revised in November 2018. The TWDB forms and guidance documents noted in Exhibit Z may be accessed through the TWDB's Financial Assistance website at http://www.twdb.texas.gov/financial/instructions/index.asp.

12.1.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. Anything shown on the Plans but not mentioned in the Specifications or vice-versa, or anything not expressly set forth in either, but which is reasonably implied, shall be furnished as though specifically shown and mentioned in both without any extra charge.

12.1.3 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in the definition of Contract Documents in Article 1.

12.1.3.1 On the drawings, given dimensions shall take precedence over scaled measurements, and large-scale drawings over small-scale drawings. No work shown on the plans, the dimensions of which are not figured, shall be executed until instructions have been obtained from the Design Professional as to the dimensions to be used.

12.1.3.2 Specifications generally take precedence over Plans. Should there be a conflict within the Specifications; or within the Plans; or between the Plans and Specifications; however, the Design Professional be made aware of such conflict in writing, and shall decide, after consultation with the City, which stipulation will provide the best installation and its decision shall be final; provided however, any conflict not presented in writing shall be the sole discretion of the City

12.1.3.3 The Plans, for purposes of clearness and legibility, are essentially diagrammatic, and although the sizes and locations of equipment are shown to scale wherever possible, the CM@Risk, Subcontractors, and Sub-subcontractors are required to familiarize themselves with all the Work required by the Contract Documents. The CM@Risk, other Contractors, Subcontractors, and Sub-subcontractors shall properly coordinate its work with that of the City and all other Contractors. It is not within the scope of the Plans to show all necessary offsets, obstructions or structural conditions. It shall be the responsibility of the CM@Risk and each Contractor to plan, coordinate, and install its work in such a manner so as to conform to the structure. Any conflict within the Plans shall be referred to the Design Professional for disposition prior to the installation of any affected work.

12.1.3.4 In the event of any inconsistency, conflict, or ambiguity between the Contract Documents and the Preconstruction Phase Contract, the Contract Documents take precedence over the Preconstruction Phase Contract.

12.1.4 The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

12.1.5 The Contract Documents form the entire agreement between City and CM@Risk and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

12.2 **Amendments.** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

12.3 **Time is of the Essence.** City and CM@Risk mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

12.4 **Mutual Obligations.** City and CM@Risk commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

12.5 **Cooperation and Further Documentation.** The CM@Risk agrees to provide the City such other duly executed documents as shall be reasonably requested by the City to implement the intent of the Contract Documents.

12.6 **Assignment.** Neither CM@Risk nor City shall, without the written consent of the other assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents.

12.7 **Successorship.** CM@Risk and City intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

12.8 **Third Party Beneficiary.** Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the City and the CM@Risk, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of City and the CM@Risk and not for the benefit of any other party.

12.9 **Governing Law.** The Agreement and all Contract Documents shall be deemed to be made under and shall be construed in accordance with and governed by the laws of the State of Texas without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Contract or to obtain any remedy with respect hereto shall be brought and tried in the district courts of Denton County, Texas, and for this purpose, each party hereby expressly and irrevocably consents to the sole and exclusive jurisdiction and venue of such Court with the City consenting only to the extent allowed by statute and otherwise reserving all rights and defenses.

12.10 **Severability.** If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of the Contract Documents and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

12.11 **Compliance with Federal Laws.** CM@Risk understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The CM@Risk agrees to comply with these laws, as well as any other federal laws that may apply, in performing the Contract Documents and to permit the City to verify such compliance.

12.12 **Legal Requirements.** CM@Risk shall perform all Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements. It is not the CM@Risk's responsibility to ascertain that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the CM@Risk recognizes that portions of the Construction Documents are at variance therewith, the CM@Risk shall promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

12.13 **Fair Treatment of Workers.** The CM@Risk shall keep fully informed of all Federal and State laws, County and City ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. They shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders, and decrees; this includes, but is not limited to laws and regulations ensuring fair and equal treatment for all employees and against unfair employment practices, including OSHA and the Fair Labor Standards Act (FLSA). The CM@Risk shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of such, whether by himself or his employees.

12.14 **Independent Contractor.** The CM@Risk is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the City the right to direct the CM@Risk as to the details of accomplishing the Work or to exercise a measure of control over the Work means that the CM@Risk shall follow the wishes of the City as to the results of the Work only. These results shall comply with all applicable laws and ordinances.

12.15 **Survival.** All warranties, representations, and indemnifications by the CM@Risk shall survive the completion or termination of this Agreement.

12.16 **Covenant Against Contingent Fees**. The CM@Risk warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding fora commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Denton has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the City of Denton shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12.17 **No Waiver.** The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

12.18 **Notice.**

12.18.1 Unless otherwise provided, any notice, request, instruction, or other document to be given under this Agreement by any party to any other party shall be in writing and shall be delivered in person or by courier or mailed by certified mail, postage prepaid, return receipt requested or by e-mail; provided however, that e-mail shall not be a permissible method of delivery for any notice, request, instruction or other document that requires execution by both parties, and shall be deemed given upon (a) confirmation of receipt of an e-mail transmission,(b) confirmed delivery by hand or standard overnight mail, or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

to CM@Risk:
Sundt Construction, Inc.
2620 S. 55th Street
Tempe, AZ 85282
slreidy@sundt.com

to City:

Materials Management
ATTN: Contract 8289; Purchasing Manager
901B Texas Street
Denton, Texas 76209
purchasing@cityofdenton.com

With a Copies to:

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

City Attorney
215 E. McKinney Street
Denton, Texas 76201
legal@cityofdenton.com

Project Manager
901-B Texas Street
Denton, Texas 76209
Jason.Donnell@cityofdenton.com

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver.

12.18.2 **Notices Related to Payment, Securities-in-lieu, Bonds**. Any notice, request, instruction, or other document to be given under this Agreement by any party to any other party related to payment, securities-in-lieu, bonds, or other instrument securing the performance of this Agreement, including

but not limited to, bid bonds, performance bonds, payment bonds or letters of credit, shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

to Contractor:

Sundt Construction, Inc.
125 East John W Carpenter Freeway
Irving, Tx 75062
Mabothun@sundt.com

to City:

City of Denton
ATTN: Contract 8289; Purchasing Manager
901B Texas Street
Denton, Texas 76209
purchasing@cityofdenton.com

With a Copies to:

City Attorney
215 E. McKinney Street
Denton, Texas 76201
legal@cityofdenton.com

Project Manager
901-B Texas Street
Denton, Texas 76209
Jason.Donnell@cityofdenton.com

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver.

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12.19 Equal Opportunity/Affirmative Action

12.19.1 The CM@Risk shall comply with the provisions of this Agreement, and the requirements of state, federal, and local law and regulation, pertaining to discrimination and accepting applications or hiring employees. The CM@Risk shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age, or disability nor otherwise commit an unfair employment practice. The CM@Risk will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment, without regard to their race, color, religion, gender or national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship as well as all other labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or

services in connection with this Agreement. The CM@Risk further agrees that this clause will be incorporated in all subcontracts, job-consultant contracts of this Contract entered into by the CM@Risk.

12.19.2 The City extends to each individual, firm, vendor, supplier, contractor, and Subcontractor an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of Disadvantaged and/or Minority-owned or Woman-owned business to reflect both the industry and community ethnic composition.

12.19.3 The following two paragraphs apply to the CM@Risk named herein and shall appear in all contracts between the CM@Risk and any and all Subcontractors who are employed on this Project. The CM@Risk further agrees that the two paragraphs will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this contract.

"Any Party (Subcontractor), in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability nor otherwise commit an unfair employment practice.

The Party (Subcontractor) will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, gender or national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training; including apprenticeship."

The CM@Risk further agrees that the above two paragraphs will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this contract.

12.20 Confidentiality of Plans & Specifications

12.20.1 Any plans or specifications you receive regarding this Project are for official use only. You may not share them with others except as required to fulfill the obligations of your Contract with the City.

12.20.2 All Record Documents, Shop Drawings and other plans or drawings prepared or submitted by the CM@Risk shall include the following language: "These plans are for official use only and may not be shared with others except as required to fulfill the obligations of your contract with the City of Denton".

12.21 Hazardous Materials

12.21.1 The CM@Risk is responsible for compliance with any requirements included in the Contract Documents regarding Hazardous Materials or Substances.

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12.21.2 If the CM@Risk encounters a Hazardous Material or Substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the CM@Risk, the CM@Risk shall, upon recognizing the condition, immediately stop Work in the affected area and notify the City of the condition in writing.

12.21.3 If the suspected Hazardous Material is found to contain asbestos, PCB or other recognized hazardous substances or materials the CM@Risk shall not resume work in the affected area until the material has been abated or rendered harmless. The CM@Risk and the City may agree, in writing, to continue work in non-affected areas onsite.

12.21.4 An extension of Contract Time may be granted in accordance with Article 6.

12.21.5 The CM@Risk will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.

12.21.6 The CM@Risk shall certify, in a form acceptable to City that no Hazardous Materials have been incorporated into the Work.

12.21.7 TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CM@RISK SHALL INDEMNIFY AND HOLD HARMLESS CITY, FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO A HAZARDOUS ENVIRONMENTAL CONDITION CREATED BY THE CM@RISK OR BY ANYONE FROM WHOM CM@RISK IS RESPONSIBLE. NOTHING IN THIS PARAGRAPH SHALL OBLIGATE CM@RISK TO INDEMNIFY ANY INDIVIDUAL OR ENTITY FROM AND AGAINST THE CONSEQUENCES OF THAT INDIVIDUAL'S OR ENTITY'S OWN NEGLIGENCE.

12.22 Traffic Control. CM@Risk will comply with all provisions of the then current Manual on Uniform Traffic Control Devices and any other traffic control provisions as may be provided in the technical specifications.

12.23 Immigration Nationality Act. CM@Risk shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, CM@Risk shall provide City with copies of all I-9 forms and supporting eligibility documentation for each CM@Risk employee who performs work under this Agreement. CM@Risk shall adhere to all federal and state laws as well as establish appropriate procedures and controls so that no services will be performed by any CM@Risk employee who is not legally eligible to perform such services**. CM@RISK SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CM@Risk's EMPLOYEES.** City, upon written notice to CM@Risk, shall have the right to immediately terminate this Agreement for violations of this provision by CM@Risk.

12.24 Prohibition on Contracts with Companies Boycotting Israel. CM@Risk acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. By signing this agreement, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

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

12.26 **Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations**. CM@Risk acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. By signing this agreement, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

12.27 **Prohibition on Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization**. Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. By signing this agreement, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization. Failure to meet or maintain the requirements under this provision will be considered a material breach.

12.28 **Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies**. The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Contractor is, or will be in the future: (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country; (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country; or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

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CITY OF DENTON, TEXAS

BY: _____

_____
Printed Name

_____
Title

_____
Date

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: DocuSigned by: Marcella Lunn
4B07083TB4AA438...

CM@Risk

BY: DocuSigned by: Sam Reidy
FE8ACF30DF664FD...

Sam Reidy
Printed Name

President - W/WW Group
Title

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

Signed by: Stephen D. Gay
FEB48DB9726E4A9...
SIGNATURE

Stephen D. Gay
PRINTED NAME

General Manager
TITLE

Water Utilities and Street Operations
DEPARTMENT

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

EXHIBIT A - PROJECT DESCRIPTION

See Scope of Work in Exhibit B - Approved GMP Proposal.

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EXHIBIT B – APPROVED GMP PROPOSAL

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

DENTON

PCWRP HEADWORKS & EXPANSION PROJECT

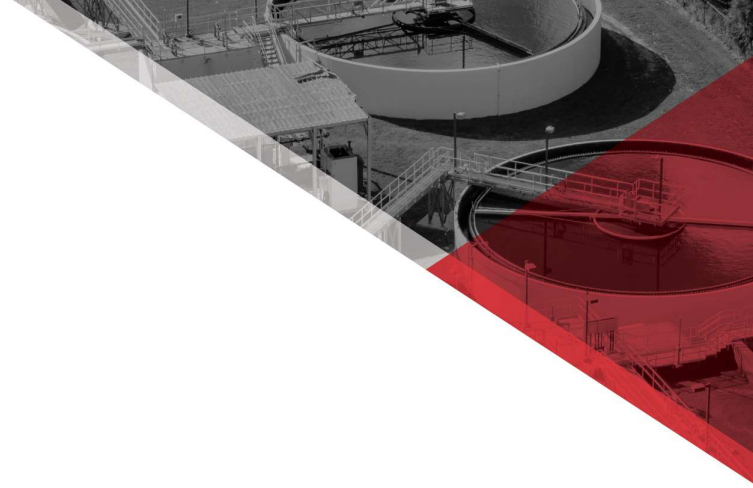
90% GMP 1



02.04.2026

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SUNDT

October 23, 2025

City of Denton
Attn: Mr. Jason Donnell
901A Texas St.
Denton TX, 76209

RE: Contract No. 8289, Pecan Creek WRP Headworks and Expansion
90% Guaranteed Maximum Price

Dear Mr. Donnell,

Sundt Construction is pleased to submit the enclosed Guaranteed Maximum Price (GMP) Proposal for the City of Denton Pecan Creek WRP Headworks and Expansion Project. This GMP has been developed based upon our review and understanding of the 90% Design Documents submitted by Kimley-Horn to the City of Denton and Sundt Construction on June 11, 2025.

We are available to meet with you to address any concerns or clarifications. Should you have questions, please don't hesitate to contact Curt Klepper at (480) 932-3989.

Respectfully,

Sam Reidy
Water and Wastewater Group President
Sundt Construction, Inc.

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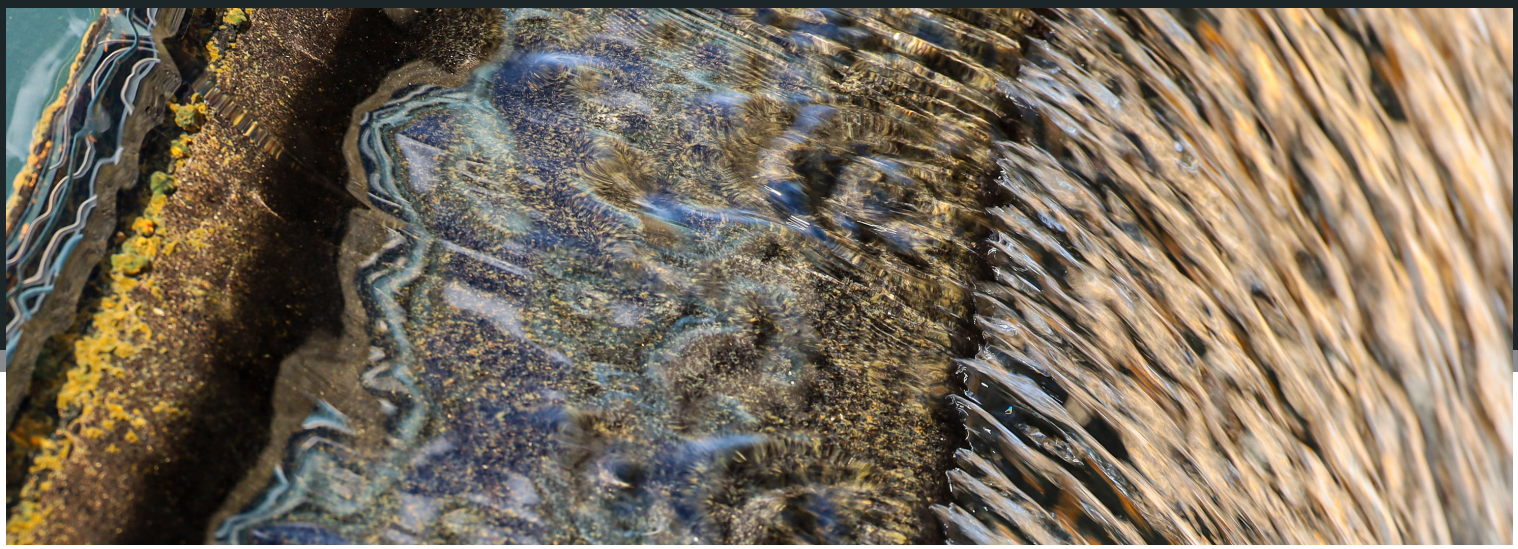


TABLE OF CONTENTS

SCOPE OF WORK 1

SUMMARY OF THE GMP 2

SCHEDULE OF VALUES 3

PLANS & SPECIFICATIONS USED FOR GMP PROPOSAL 4

CLARIFICATIONS AND ASSUMPTIONS LOG 5

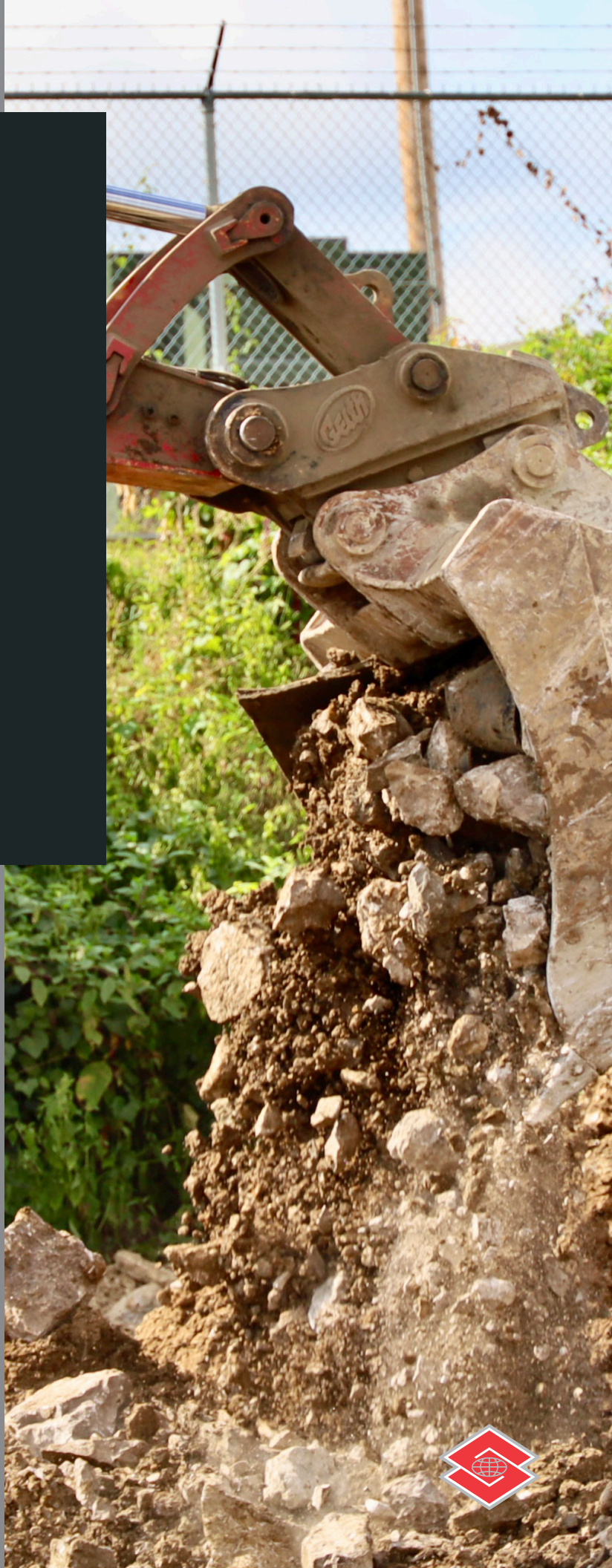
PROJECT SCHEDULE 6

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1

SCOPE OF WORK



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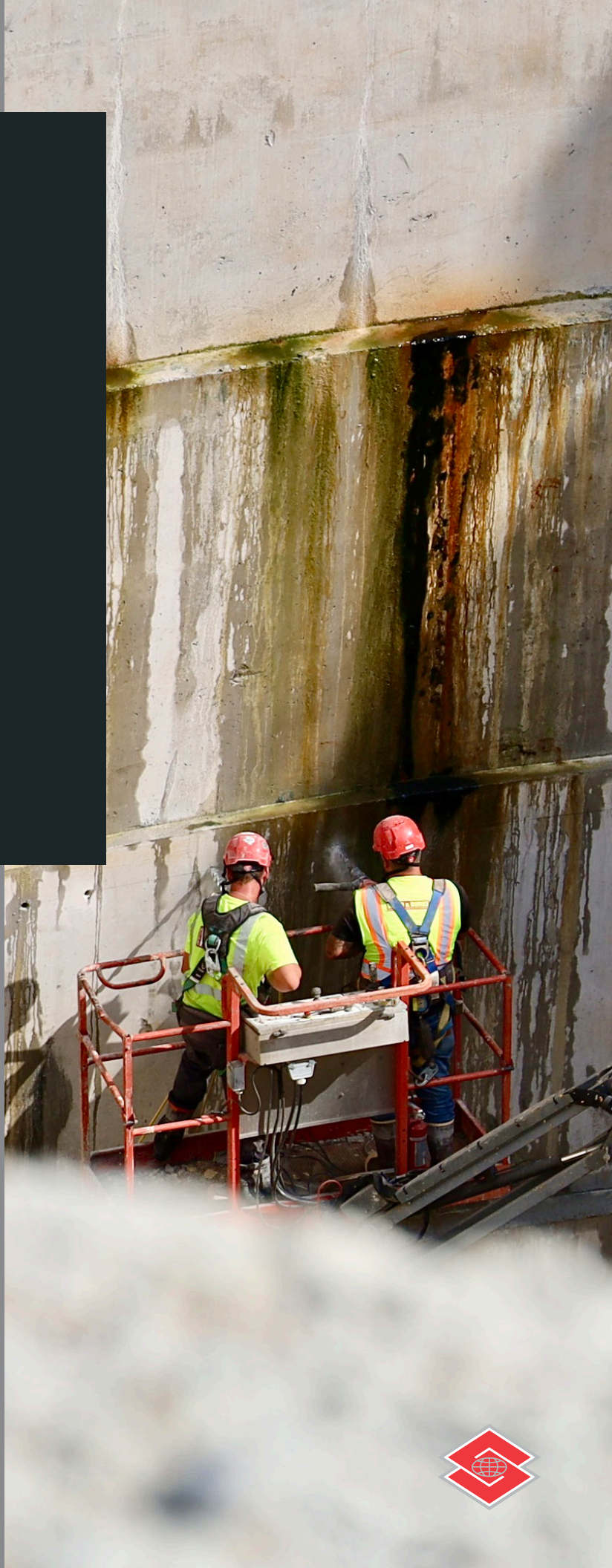
SCOPE OF WORK

GMP 1 consists of the testing and inspections, surveying, earthwork, and site utilities work packages for the Pecan Creek WRP Headworks and Expansion project as depicted in the 90% design documents provided by Kimley-Horn on June 11, 2025. Only a portion of the site utilities have been included in GMP 1, all remaining site utilities will be part of a future GMP. Excavation and backfill of structures across the project site have been included in this GMP package other than the Control/Operations building and Equipment Storage Building that will be carried in a future package. Along with the direct cost of work, the CMAR has included costs associated with the general conditions and general requirements incidental to the construction of this GMP 1, a CMAR contingency, an Owner's and design contingency, required bonds and insurance, a 7.00% construction fee, and allowances meant to capture work that cannot be quantified by the project documents. Future GMP packages will include the costs associated with the remainder of the project scope that is not carried within this GMP 1 package.

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2

SUMMARY OF THE GMP



Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Pecan Creek WRP - 90% GMP 1 - Summary

Project #: 8289 **Date: February 4, 2026**

Project Name: Pecan Creek WRP Headworks and Expansion - GMP 1

GMP Summary					AMOUNT
A.	Cost of the Work (Labor, Materials, Equipment, Warranty)				$ 63,025,437
B.	CM@Risk's Contingency				$ 2,443,308
C.	Allowances				$ 3,160,708
INDIRECT COSTS				**RATE**	
D.	Construction Fee			7.00%	$ 5,839,532
E.	General Conditions				$ 14,792,438
	E1	Payment and Performance Bond	$ 648,931		
	E2	Insurance	$ 1,066,674		
			F. TOTAL GMP		**$ 89,261,424**
			G. Owner's Contingency		$ 3,060,141
			H. Contract Amount		$ 92,321,565

Substantial Completion **1832** **Calendar Days**

Final Completion **1868** **Calendar Days**

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Pecan Creek WRP Expansion
90% GMP 1
February 4, 2026

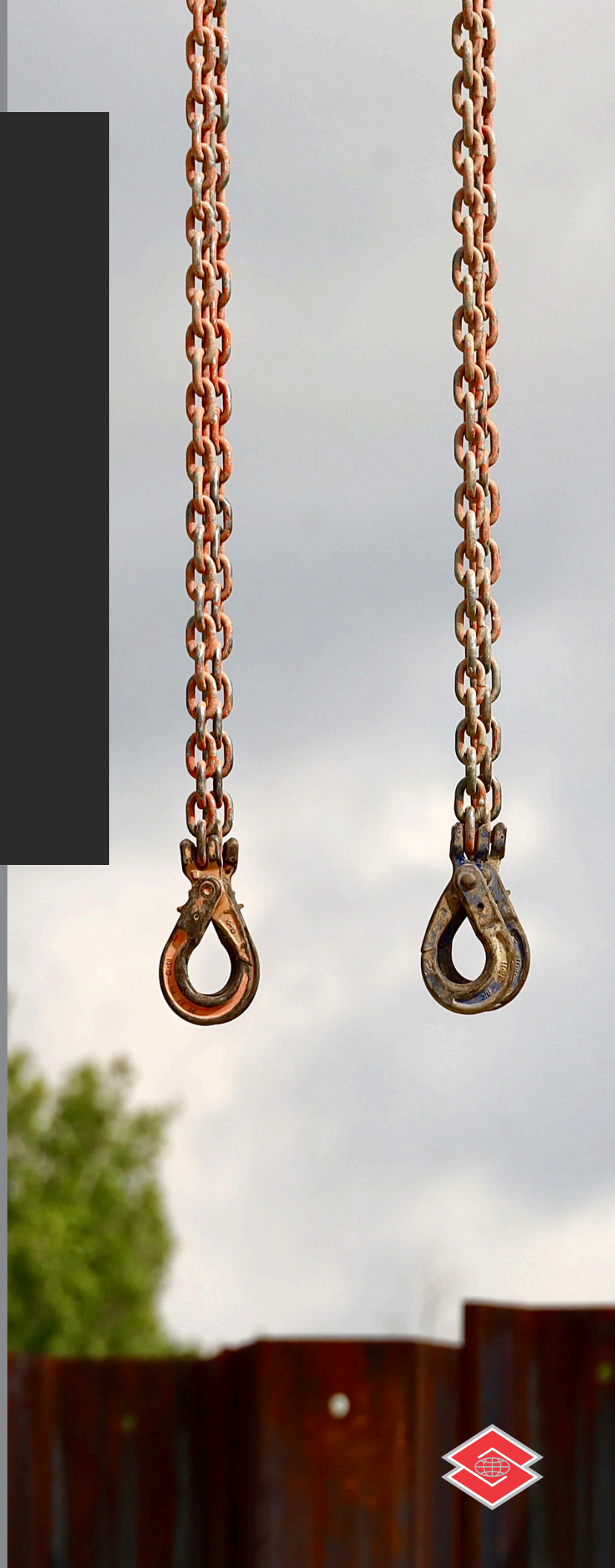
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		90% GMP 1
A1 Direct Costs		$ 63,025,437
A2 Sales Tax	8.25%	$ -
A3 CMAR Construction Contingency		$ 2,443,308
A4. Allowances:		$ 3,160,708
A4.1 Construction Escalation/Tariff Allowance		$ -
A4.2 90% to 100% Reconciliation Allowance		$ 1,854,110
A4.3 Overs Quantity Overage Allowance		$ 760,000
A4.4 Dust Control Allowance		$ 406,143
A4.5 Street Sweeping Allowance		$ 140,455
B - TOTAL DIRECT COSTS		**$ 68,629,453**
C. General Conditions		$ 13,076,834
D. Payment & Performance Bond	0.727%	$ 648,931
E1. General Liability Insurance (PLPD)	0.30%	$ 267,784
E2. Builder's Risk Insurance		$ 798,890
F - TOTAL INDIRECT COSTS		**$ 14,792,438**
G - SUBTOTAL DIRECT AND INDIRECT COSTS		**$ 83,421,891**
H. Construction Fee (Overhead and Profit)	7.00%	$ 5,839,532
I - SUBTOTAL DIRECT AND INDIRECT COSTS INCLUDING FEE		**$ 89,261,424**
J. Total Prior GMPs		$ -
K. Total Prior Change Orders		$ -
L. Contract Administration Services		$ -
M. Owner's & Design Contingency		$ 3,060,141
N. GRAND TOTAL		**$ 92,321,565**

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3

SCHEDULE OF VALUES



Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

90% GMP 1 - Schedule of Values

Pecan Creek WRP Headworks and Expansion - GMP 1

February 4, 2026

Work Category	Subcontractor	Quantity	Unit	Unit Cost	Total Cost
WC 012000 - Testing and Inspections	Alliance Geotechnical Group	1	LS	$ 771,717.30	$ 771,717.30
WC 013000 - Survey	Hanna Engineering and Survey	1	LS	$ 89,195.80	$ 89,195.80
WC 310000 - Earthwork	Sundt Construction, Inc.	1	LS	$ 38,185,991.00	$ 38,185,991.00
WC 330000 - Site Utilities	Sundt Construction, Inc.	1	LS	$ 23,978,533.00	$ 23,978,533.00
Total Direct Cost of Work					**$ 63,025,437.10**
Allowances*					
Overs Quantity Overrun		20,000.00	CY	$ 38.00	$ 760,000.00
Dust Control		60.62	WK	$ 6,699.81	$ 406,142.63
Street Sweeping		129.00	WK	$ 1,088.80	$ 140,455.20
Reconciliation (90% to 100%)		1.00	LS	$ 1,854,110.00	$ 1,854,110.00
Total Allowances					**$ 3,160,707.83**
CMAR's Contingency*		1	LS	$ 2,443,307.99	$ 2,443,307.99
Construction Fee		1	LS	$ 5,839,532.38	$ 5,839,532.38
General Conditions		1	LS	$ 13,076,833.67	$ 13,076,833.67
Bond		1	LS	$ 648,930.55	$ 648,930.55
Insurances		1	LS	$ 1,066,674.01	$ 1,066,674.01
Total GMP					**$ 89,261,423.53**
Owner's and Design Contingency*		1	LS	$ 3,060,141.07	$ 3,060,141.07
Total GMP + Owner's and Design Contingency					**$ 92,321,564.60**

**Use of allowances and/or contingencies shall be mutally agreed upon between the City of Denton and the CMAR, and shall approved by the City. Any amounts in excess of the allowances and/or contingencies shall revert to the City of Denton.*

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

4

PLANS & SPECIFICATIONS USED FOR GMP PROPOSAL



Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

EXHIBIT E - BIDDING/CONTRACT DOCUMENTS LIST

SUNDT

PROJECT:	PECAN CREEK WRP - HEADWORKS AND EXPANSION			
REVISION DATE:	GMP-1	10/23/2025		

Document Name / Sheet Number	File Name / Sheet Title	Author	Rev. No.	Plot/Rev/Wet Stamp Date
Reports				
Geotechnical Report	GEOTECHNICAL ENGINEERING STUDY WATER RECLAMATION FACILITY HEADWORKS	CMJ/KH		12/16/2022
Geotechnical Report	GEOTECHNICAL ENGINEERING STUDY 26-MGD PLANT EXPANSION	CMJ/KH		5/13/2025
Specifications				
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	00 00 00 Cover Page	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	00 00 00 Table of Contents	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	00 01 07 Seals Page	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	01 11 00 Summary of Work - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	01 11 11 Existing Site Conditions (ADDENDUM 05)	KH		07/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	01 25 00 Substitution Procedures - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	01 29 76 Stored Materials and Equipment (Materials On Hand) - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	01 31 20 Project Meetings - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	01 32 13 Schedule of Values	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	01 32 16 Construction Progress Schedule - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	01 32 33 Preconstruction Video - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	01 32 35 Aerial Photographic Documentation	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	01 33 00 Submittals - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	01 35 13 Special Project Procedures- REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	01 45 23 Testing and Inspection Services - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	01 50 00 Temporary Facilities and Controls - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	01 57 13 Storm Water Pollution Prevention Plan - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	01 58 13 Temporary Project Signage - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	01 66 00 Product Storage and Handling Requirements - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	01 70 00 Mobilization and Remobilization - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	01 71 23 Construction Staking and Survey - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	01 74 23 Cleaning - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	01 77 19 Closeout Requirements - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	01 78 23 Operation and Maintenance Data - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	01 78 39 Project Record Documents - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	02 41 13 Selective Site Demolition - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	02 41 14 Utility Removal/Abandonment - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	02 41 15 Paving Removal - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	03 15 00 Concrete Accessories	KH		06/2025
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PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	09 91 00 Piping and Equipment Painting	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	26 05 01 Common Work Results for Electrical	KH		06/2025
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PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	26 05 23 Instrumentation Cable	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	26 05 26 Grounding and Bonding	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	26 05 34 Raceways and Boxes	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	26 05 43 Underground Ducts & Pull Boxes	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	26 05 53 Electrical Identification	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	26 05 73 Short Circuit Coordination and Arc Flash Hazard Study	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	26 08 13 Acceptance Testing	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	26 09 13 Electrical Metering Devices	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	26 09 16 Control Equipment Accessories	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	26 12 19 Distribution Transformers	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	26 13 13 Medium Voltage Metal-Clad Paralleling Switchgear	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	26 13 26 Medium Voltage Metal-Clad Switchgear	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	26 21 00 Electric Service	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	26 22 00 Transformers	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	26 23 00 Low Voltage Switchgear	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	26 24 13 Switchboards	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	26 24 16 Panelboards	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	26 24 19 Motor Control Centers	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	26 27 16 Cabinet and Enclosures	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	26 28 00 Overcurrent Protection Devices	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	26 28 16 Disconnect Switches	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	26 29 23 Variable Frequency Drives – Low Voltage	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	26 29 36 Motor Controllers	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	26 32 13 Diesel Engine Generator & Controls	KH		06/2025

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EXHIBIT E - BIDDING/CONTRACT DOCUMENTS LIST

SUNDT

PROJECT:	PECAN CREEK WRP - HEADWORKS AND EXPANSION			
REVISION DATE:	GMP-1	10/23/2025		
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	26 35 26 Low Voltage Active Harmonic Filter	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	26 36 23 Automatic Transfer Switch	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	26 43 13 Low Voltage Surge Protection Devices (SPD)	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	31 10 00 Site Clearing – REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	31 23 00 Earthwork (ADDENDUM 04)	KH		07/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	31 23 16 Unclassified Excavation – REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	31 23 19 Dewatering (ADDENDUM 02)	KH		07/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	31 24 00 Embankment - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	31 25 14 Erosion and Sediment Control - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	31 34 19 Geosynthetic Soil Reinforcement – REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	31 50 00 Excavation Support and Protection	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	31 63 29 Drilled Shafts	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	32 01 29 Concrete Repair - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	32 11 23 Flexible Base Courses – REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	32 11 29 Lime Treated Base Courses - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	33 01 10 Cleaning and Acceptance Testing of Water and Sewer Force Mains - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	33 01 30 Post Construction Closed Circuit Television (CCTV) Inspection - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	33 01 31 Sewer and Manhole Testing - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	33 01 32 Cleaning of Sewer Mains – REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	33 01 40 Liners for Sanitary Sewer Structures - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	33 01 50 Adjusting Manholes, Inlets, Valve Boxes, and other Structures to Grade - REVISE	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	33 05 05 Utility Trench Excavation, Embedment, and Backfill (ADDENDUM 05)	KH		07/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	33 05 15 Installation of Carrier Pipe in Casing or Tunnel Liner Plate (ADDENDUM 02)	KH		07/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	33 05 61 Cast-in-Place Concrete Manholes – REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	33 05 64 Polymer Concrete Manholes	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	33 05 81 Frame, Cover, and Grade Rings - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	33 05 97 Utility Markers/Locators - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	33 05 98 Location of Existing Utilities – REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	33 14 05 Bolts, Nuts, and Gaskets - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	33 14 10 Ductile Iron Pipe and Fittings – REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	33 14 11 Polyvinyl Chloride (PVC) Pressure Pipe - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	33 14 14 High Density Polyethylene (HDPE) Pipe - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	33 14 20 Resilient Seated Gate Valve - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	33 14 25 Connection to Existing Water Mains – REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	33 14 30 Combination Air Valve Assemblies for Potable Water Systems - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	33 14 40 Fire Hydrants - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	33 31 10 Fiberglass Reinforced Pipe for Gravity Sanitary Sewers – REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	33 31 14 Polyvinyl Chloride (PVC) Gravity Sanitary Sewer Pipe - REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	33 31 23 Combination Air Valve for Sanitary Sewer Force Mains – REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	33 32 01 Access Hatches	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	33 32 11 Bypass Pumping of Existing Sewer Systems – REVISED	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	40 23 48 Grit/Sludge Process Piping Lining	KH		06/2025
PROJECT MANUAL - PCWRP HEADWORKS & EXPANSION	43 25 00 Influent Sewage Submersible Pumps	KH		06/2025
Drawings				
00-G100	COVER	KH	90% - GMP 1	06/2025
00-G101	INDEX	KH	90% - GMP 1	06/2025
00-G102	GENERAL NOTES	KH	90% - GMP 1	06/2025
00-G103	CIVIL AND MECHANICAL LEGEND AND ABBREVIATIONS	KH	90% - GMP 1	06/2025
00-G104	PROJECT VICINITY AND LOCATION MAP	KH	90% - GMP 1	06/2025
00-G105	PROCESS FLOW DIAGRAM KEY PLAN	KH	90% - GMP 1	06/2025
00-G106	PROCESS FLOW DIAGRAM - HEADWORKS	KH	90% - GMP 1	06/2025
00-G107	PROCESS FLOW DIAGRAM - BNR & MBR	KH	90% - GMP 1	06/2025
00-G108	PROCESS FLOW DIAGRAM - UV DISINFECTION	KH	90% - GMP 1	06/2025
00-G109	PROCESS FLOW DIAGRAM - BLOWER BUILDING	KH	90% - GMP 1	06/2025
00-G110	PROCESS FLOW DIAGRAM - HEAT EXCHANGER & ANAEROBIC DIGESTION	KH	90% - GMP 1	06/2025
00-G111	PROCESS FLOW DIAGRAM - THICKENING & DEWATERING	KH	90% - GMP 1	06/2025
00-G112	HYDRAULIC PROFILE I (ADDENDUM 04)	KH	90% - GMP 1	07/2025
00-G113	HYDRAULIC PROFILE II	KH	90% - GMP 1	06/2025
05-C100	SITE PLAN (ADDENDUM 01)	KH	90% - GMP 1	07/2025
05-C101	OVERS REMOVAL PLAN	KH	90% - GMP 1	06/2025
05-C102	SITE GRADING PLAN (ADDENDUM 02)	KH	90% - GMP 1	07/2025
05-C103	ACCESS ROAD AND POND GRADING PLAN	KH	90% - GMP 1	06/2025
05-C104	DIMENSIONAL CONTROL PLAN I (ADDENDUM 05)	KH	90% - GMP 1	07/2025
05-C105	DIMENSIONAL CONTROL PLAN II (ADDENDUM 05)	KH	90% - GMP 1	07/2025
10-C100	OVERALL YARD PIPING PLAN I	KH	90% - GMP 1	06/2025
10-C101	OVERALL YARD PIPING PLAN II	KH	90% - GMP 1	06/2025

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EXHIBIT E - BIDDING/CONTRACT DOCUMENTS LIST

SUNDT

PROJECT:	PECAN CREEK WRP - HEADWORKS AND EXPANSION			
REVISION DATE:	GMP-1	10/23/2025		
10-C102	YARD PIPING - AREA 1	KH	90% - GMP 1	06/2025
10-C103	YARD PIPING - AREA 2	KH	90% - GMP 1	06/2025
10-C104	YARD PIPING - AREA 3	KH	90% - GMP 1	06/2025
10-C105	YARD PIPING - AREA 4	KH	90% - GMP 1	06/2025
10-C106	YARD PIPING - AREA 5	KH	90% - GMP 1	06/2025
10-C107	YARD PIPING - AREA 6	KH	90% - GMP 1	06/2025
10-C108	YARD PIPING - AREA 7 (ADDENDUM 01)	KH	90% - GMP 1	07/2025
10-C109	YARD PIPING - AREA 8	KH	90% - GMP 1	06/2025
10-C110	YARD PIPING - AREA 9	KH	90% - GMP 1	06/2025
10-C111	YARD PIPING - AREA 10	KH	90% - GMP 1	06/2025
10-C112	YARD PIPING - AREA 11 (ADDENDUM 01)	KH	90% - GMP 1	07/2025
10-C113	60-INCH AND 72-INCH PECAN INTERCEPTOR STA. (0+00 TO 7+00)	KH	90% - GMP 1	06/2025
10-C114	60-INCH AND 72-INCH PECAN INTERCEPTOR STA. (7+00 TO 15+00)	KH	90% - GMP 1	06/2025
10-C115	60-INCH AND 72-INCH PECAN INTERCEPTOR STA. (15+00 TO END)	KH	90% - GMP 1	06/2025
10-C116	42-INCH STATE SCHOOL INTERCEPTOR STA. (0+00 TO 6+00)	KH	90% - GMP 1	06/2025
10-C117	42-INCH STATE SCHOOL INTERCEPTOR STA. (6+00 TO 11+00)	KH	90% - GMP 1	06/2025
10-C118	42-INCH STATE SCHOOL INTERCEPTOR STA. (11+00 TO 20+00)	KH	90% - GMP 1	06/2025
10-C119	42-INCH STATE SCHOOL INTERCEPTOR STA. (20+00 TO END)	KH	90% - GMP 1	06/2025
10-C120	12-INCH AND 20-INCH DRAIN LINE FROM EQ AND PEAK STORAGE BASIN	KH	90% - GMP 1	06/2025
10-C121	10-INCH SANITARY SEWER (0+00 TO 5+00)	KH	90% - GMP 1	06/2025
10-C122	10-INCH SANITARY SEWER (5+00 TO END)	KH	90% - GMP 1	06/2025
10-C123	PLANT DRAIN LINE STA. (0+00 TO 6+00)	KH	90% - GMP 1	06/2025
10-C124	PLANT DRAIN LINE STA. (6+00 TO END)	KH	90% - GMP 1	06/2025
10-C125	12-INCH SOUTH DRAIN LINE STA. (0+00 TO END)	KH	90% - GMP 1	06/2025
10-C126	36-INCH FORCE MAIN TO EQ BASIN STA. (0+00 TO END)	KH	90% - GMP 1	06/2025
10-C127	12-INCH AND 18-INCH UNDERDRAIN LINE FROM EQ AND PEAK STORAGE BASIN	KH	90% - GMP 1	06/2025
90-C100	CIVIL DETAILS I	KH	90% - GMP 1	06/2025
90-C101	CIVIL DETAILS II	KH	90% - GMP 1	06/2025
90-C102	CIVIL DETAILS III	KH	90% - GMP 1	06/2025
90-C103	CIVIL DETAILS IV	KH	90% - GMP 1	06/2025
90-C104	CIVIL DETAILS V	KH	90% - GMP 1	06/2025
90-C105	CIVIL DETAILS VI	KH	90% - GMP 1	06/2025
90-C106	CIVIL DETAILS VII	KH	90% - GMP 1	06/2025
90-C107	CIVIL DETAILS VIII	KH	90% - GMP 1	06/2025
90-C108	CIVIL DETAILS IX	KH	90% - GMP 1	06/2025
90-C109	JUNCTION STRUCTURE A DETAIL (ADDENDUM 04)	KH	90% - GMP 1	07/2025
90-C110	EQ BASIN VALVE VAULT DETAIL	KH	90% - GMP 1	06/2025
90-C111	PEAK STORAGE BASIN VALVE VAULT DETAIL	KH	90% - GMP 1	06/2025
20-M101	HEADWORKS UNDERSLAB PLAN	KH	90% - GMP 1	06/2025
30-M101	BNR MBR UNDERSLAB PLAN	KH	90% - GMP 1	06/2025
35-M101	THICKENING DEWATERING BUILDING UNDERSLAB PLAN (ADDENDUM 01)	KH	90% - GMP 1	07/2025
55-M101	UV AND PARSHALL FLUME UNDERSLAB PLAN	KH	90% - GMP 1	06/2025
60-M101	ANAEROBIC DIGESTERS UDERSLAB PLAN	KH	90% - GMP 1	06/2025
00-GS101	STRUCTURAL NOTES I	KH	90% - GMP 1	06/2025
00-GS102	STRUCTURAL NOTES II (ADDENDUM 01)	KH	90% - GMP 1	07/2025
00-GS104	STRUCTURAL SPECIAL INSPECTIONS I	KH	90% - GMP 1	06/2025
00-GS105	STRUCTURAL SPECIAL INSPECTIONS II	KH	90% - GMP 1	06/2025
00-GS106	STRUCTURAL SPECIAL INSPECTIONS III	KH	90% - GMP 1	06/2025
00-GS107	PROJECT SYMBOLS & ABBREVIATIONS	KH	90% - GMP 1	06/2025
00-GS108	TYPICAL STRUCTURAL DETAILS I	KH	90% - GMP 1	06/2025
00-GS109	TYPICAL STRUCTURAL DETAILS II	KH	90% - GMP 1	06/2025
00-GS110	TYPICAL STRUCTURAL DETAILS III	KH	90% - GMP 1	06/2025
00-GS111	TYPICAL STRUCTURAL DETAILS IV	KH	90% - GMP 1	06/2025
00-GS112	TYPICAL STRUCTURAL DETAILS V	KH	90% - GMP 1	06/2025
00-GS113	TYPICAL STRUCTURAL DETAILS VI	KH	90% - GMP 1	06/2025
00-GS114	TYPICAL STRUCTURAL DETAILS VII	KH	90% - GMP 1	06/2025
00-GS115	TYPICAL STRUCTURAL DETAILS VIII	KH	90% - GMP 1	06/2025
00-GX101	EXCAVATION GENERAL NOTES (ADDENDUM 05)	KH	90% - GMP 1	07/2025
00-GX102	GEOTECHNICAL BORING LOGS	KH	90% - GMP 1	06/2025
00-GX103	EXCAVATION SPECIAL INSPECTIONS I	KH	90% - GMP 1	06/2025
00-GX104	EXCAVATION PROJECT SYMBOLS & ABBREVIATIONS	KH	90% - GMP 1	06/2025
00-GX105	EXCAVATION TYPICAL STRUCTURAL DETAILS I (ADDENDUM 04)	KH	90% - GMP 1	07/2025
00-GX200	OVERALL SUGGESTED EXCAVATION PLAN I	KH	90% - GMP 1	06/2025
00-GX201	OVERALL SUGGESTED EXCAVATION PLAN II	KH	90% - GMP 1	06/2025
00-GX202	ENLARGED SUGGESTED EXCAVATION PLAN I	KH	90% - GMP 1	06/2025
00-GX203	ENLARGED SUGGESTED EXCAVATION PLAN II	KH	90% - GMP 1	06/2025

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EXHIBIT E - BIDDING/CONTRACT DOCUMENTS LIST

SUNDT

PROJECT:	PECAN CREEK WRP - HEADWORKS AND EXPANSION			
REVISION DATE:	GMP-1	10/23/2025		
00-GX204	ENLARGED SUGGESTED EXCAVATION PLAN III	KH	90% - GMP 1	06/2025
00-GX205	ENLARGED SUGGESTED EXCAVATION PLAN IV	KH	90% - GMP 1	06/2025
00-GX301	SUGGESTED EXCAVATION SECTIONS I	KH	90% - GMP 1	06/2025
00-GX302	SUGGESTED EXCAVATION SECTIONS II	KH	90% - GMP 1	06/2025
00-GX303	SUGGESTED EXCAVATION SECTIONS III (ADDENDUM 04)	KH	90% - GMP 1	07/2025
00-GX304	SUGGESTED EXCAVATION SECTIONS IV	KH	90% - GMP 1	06/2025
90-S101	JUNCTION STRUCTURE FOUNDATION AND ROOF PLAN (ADDENDUM 02)	KH	90% - GMP 1	07/2025
90-S102	JUNCTION STRUCTURE OVERALL SECTIONS (ADDENDUM 02)	KH	90% - GMP 1	07/2025
90-S103	EQ BASIN VALVE VAULT FOUNDATION & UPPER PLAN	KH	90% - GMP 1	06/2025
90-S104	EQ BASIN VALVE VAULT OVERALL SECTIONS	KH	90% - GMP 1	06/2025
90-S105	PEAK STORAGE BASIN VALVE VAULT FOUNDATION & UPPER PLAN	KH	90% - GMP 1	06/2025
90-S106	PEAK STORAGE BASIN VALVE VAULT OVERALL SECTIONS	KH	90% - GMP 1	06/2025
00-E100	LEGENDS	KH	90% - GMP 1	06/2025
05-E100	OVERALL SITE PLAN	KH	90% - GMP 1	06/2025
05-E300	OVERALL ONE-LINE DIAGRAM SHEET 1	KH	90% - GMP 1	06/2025
05-E301	OVERALL ONE-LINE DIAGRAM SHEET 2	KH	90% - GMP 1	06/2025
05-E302	OVERALL PLANT LOAD SUMMARY	KH	90% - GMP 1	06/2025
05-E500	GENERAL DETAILS SHEET 1	KH	90% - GMP 1	06/2025
05-E501	GENERAL DETAILS SHEET 2	KH	90% - GMP 1	06/2025
05-E600	CONDUIT SCHEDULE SHEET 1	KH	90% - GMP 1	06/2025
05-E601	CONDUIT SCHEDULE SHEET 2	KH	90% - GMP 1	06/2025
05-E602	CONDUIT SCHEDULE SHEET 3	KH	90% - GMP 1	06/2025
05-E603	CONDUIT SCHEDULE SHEET 4	KH	90% - GMP 1	06/2025
05-E604	CONDUIT SCHEDULE SHEET 5	KH	90% - GMP 1	06/2025
05-E605	PANELBOARD SCHEDULES SHEET 1	KH	90% - GMP 1	06/2025
05-E606	PANELBOARD SCHEDULES SHEET 2	KH	90% - GMP 1	06/2025
05-E607	PANELBOARD SCHEDULES SHEET 3	KH	90% - GMP 1	06/2025
05-E608	PANELBOARD SCHEDULES SHEET 4	KH	90% - GMP 1	06/2025
05-E609	LIGHT FIXTURE SCHEDULE	KH	90% - GMP 1	06/2025
20-E100	HEADWORKS LAYOUT	KH	90% - GMP 1	06/2025
20-E200	HEADWORKS COARSE SCREENING PLAN - POWER	KH	90% - GMP 1	06/2025
20-E202	HEADWORKS LIFT STATION PLAN - POWER	KH	90% - GMP 1	06/2025
20-E204	HEADWORKS GRIT AND FINE SCREEN GROUND LEVEL - POWER	KH	90% - GMP 1	06/2025
20-E205	HEADWORKS GRIT AND FINE SCREEN UPPER LEVEL - POWER	KH	90% - GMP 1	06/2025
20-E207	HEADWORKS ELECTRICAL BUILDING PLAN - POWER	KH	90% - GMP 1	06/2025
20-E300	ONE-LINE DIAGRAM HEADWORKS - SHEET 1	KH	90% - GMP 1	06/2025
20-E301	ONE-LINE DIAGRAM HEADWORKS - SHEET 2	KH	90% - GMP 1	06/2025
20-E400	EQUIPMENT ELEVATIONS HEADWORKS - SHEET 1	KH	90% - GMP 1	06/2025
20-E401	EQUIPMENT ELEVATIONS HEADWORKS - SHEET 2	KH	90% - GMP 1	06/2025
20-E402	EQUIPMENT ELEVATIONS HEADWORKS - SHEET 3	KH	90% - GMP 1	06/2025
30-E100	MBR-BNR LAYOUT - POWER	KH	90% - GMP 1	06/2025
30-E200	WAS PUMP BUILDING PLAN - POWER	KH	90% - GMP 1	06/2025
30-E300	ONE-LINE DIAGRAM BNR-MBR - SHEET 1	KH	90% - GMP 1	06/2025
30-E301	ONE-LINE DIAGRAM BNR-MBR - SHEET 2	KH	90% - GMP 1	06/2025
30-E302	ONE-LINE DIAGRAM BNR-MBR - SHEET 3	KH	90% - GMP 1	06/2025
30-E303	ONE-LINE DIAGRAM BNR-MBR - SHEET 4	KH	90% - GMP 1	06/2025
30-E304	ONE-LINE DIAGRAM BNR-MBR - SHEET 5	KH	90% - GMP 1	06/2025
30-E400	EQUIPMENT ELEVATIONS BNR-MBR - SHEET 1	KH	90% - GMP 1	06/2025
30-E401	EQUIPMENT ELEVATIONS BNR-MBR - SHEET 2	KH	90% - GMP 1	06/2025
30-E402	EQUIPMENT ELEVATIONS BNR-MBR - SHEET 3	KH	90% - GMP 1	06/2025
35-E200	THICKENING-DEWATERING BUILDING LAYOUT - POWER	KH	90% - GMP 1	06/2025
35-E203	THICKENING-DEWATERING BUILDING LAYOUT - GROUNDING	KH	90% - GMP 1	06/2025
35-E300	ONE-LINE DIAGRAM THICKENING-DEWATERING - SHEET 1	KH	90% - GMP 1	06/2025
35-E301	ONE-LINE DIAGRAM THICKENING-DEWATERING - SHEET 2	KH	90% - GMP 1	06/2025
35-E302	ONE-LINE DIAGRAM THICKENING-DEWATERING - SHEET 3	KH	90% - GMP 1	06/2025
35-E400	EQUIPMENT ELEVATION DEWATERING - SHEET 1	KH	90% - GMP 1	06/2025
35-E401	EQUIPMENT ELEVATION DEWATERING - SHEET 2	KH	90% - GMP 1	06/2025
35-E402	EQUIPMENT ELEVATION PANELBOARD & TRANSFORMER	KH	90% - GMP 1	06/2025
40-E100	ANAEROBIC DIGESTERS & HEAT EXCHANGER AREA LAYOUT	KH	90% - GMP 1	06/2025
40-E200	HEAT EXCHANGER BUILDING LAYOUT - POWER	KH	90% - GMP 1	06/2025
40-E300	ONE-LINE DIAGRAM HEAT EXCHANGER	KH	90% - GMP 1	06/2025
40-E301	ONE-LINE DIAGRAM HEAT EXCHANGER	KH	90% - GMP 1	06/2025
40-E400	EQUIPMENT ELEVATIONS HEAT EXCHANGER	KH	90% - GMP 1	06/2025
45-E100	BLOWER AREA LAYOUT	KH	90% - GMP 1	06/2025
45-E200	BLOWER ELECTRICAL BUILDING LAYOUT - POWER	KH	90% - GMP 1	06/2025
45-E201	BLOWER BUILDING LAYOUT - POWER	KH	90% - GMP 1	06/2025

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EXHIBIT E - BIDDING/CONTRACT DOCUMENTS LIST

SUNDT

PROJECT:	PECAN CREEK WRP - HEADWORKS AND EXPANSION			
REVISION DATE:	GMP-1	10/23/2025		
45-E300	ONE-LINE DIAGRAM BLOWER - SHEET 1	KH	90% - GMP 1	06/2025
45-E301	ONE-LINE DIAGRAM BLOWER - SHEET 2	KH	90% - GMP 1	06/2025
45-E400	EQUIPMENT ELEVATIONS BLOWER - SHEET 1	KH	90% - GMP 1	06/2025
45-E401	EQUIPMENT ELEVATIONS BLOWER - SHEET 2	KH	90% - GMP 1	06/2025
50-E200	CONTROL OPERATIONS BUILDING FIRST FLOOR - POWER SHEET 1	KH	90% - GMP 1	06/2025
50-E201	CONTROL OPERATIONS BUILDING FIRST FLOOR - POWER SHEET 2	KH	90% - GMP 1	06/2025
50-E300	ONE-LINE DIAGRAM CONTROL OPERATIONS - SHEET 1	KH	90% - GMP 1	06/2025
50-E400	EQUIPMENT ELEVATIONS CONTROL OPERATIONS	KH	90% - GMP 1	06/2025
55-E100	UV DISINFECTION SYSTEM LAYOUT - POWER	KH	90% - GMP 1	06/2025
55-E200	UV DISINFECTION BUILDING LAYOUT - POWER	KH	90% - GMP 1	06/2025
55-E300	ONE-LINE DIAGRAM UV DISINFECTION - SHEET 1	KH	90% - GMP 1	06/2025
55-E400	EQUIPMENT ELEVATIONS UV DISINFECTION - SHEET 1	KH	90% - GMP 1	06/2025
55-E401	EQUIPMENT ELEVATIONS UV DISINFECTION - SHEET 2	KH	90% - GMP 1	06/2025
60-E100	MAIN POWER DISTRIBUTION LAYOUT	KH	90% - GMP 1	06/2025
60-E200	MAIN SWITCHGEAR BUILDING - POWER	KH	90% - GMP 1	06/2025
60-E300	ONE-LINE DIAGRAM MAIN POWER DISTRIBUTION SWITCHGEAR	KH	90% - GMP 1	06/2025
60-E400	EQUIPMENT ELEV. MAIN POWER DISTRIBUTION SWITCHGEAR - SHEET 1	KH	90% - GMP 1	06/2025
60-E401	EQUIPMENT ELEV. MAIN POWER DISTRIBUTION SWITCHGEAR - SHEET 2	KH	90% - GMP 1	06/2025
60-E402	EQUIPMENT ELEV. MAIN POWER DISTRIBUTION SWITCHGEAR - SHEET 3	KH	90% - GMP 1	06/2025
60-E501	DETAILS MAIN POWER DISTRIBUTION SWITCHGEAR - SHEET 2	KH	90% - GMP 1	06/2025

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5

CLARIFICATIONS & ASSUMPTIONS



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90% GMP 1 - Clarifications and Assumptions
Pecan Creek WRP Headworks and Expansion
February 4, 2026

ITEM #	WORK PACKAGE	CLARIFICATIONS AND ASSUMPTIONS
1	000000 - GENERAL CLARIFICATION/ASSUMPTION	This GMP pricing includes Buy American, Build American (BABA) requirements and American Iron and Steel (AIS) requirements.
2	000000 - GENERAL CLARIFICATION/ASSUMPTION	The GMP is based on material, equipment, and labor costs available at the time of preparation. Potential changes in tariffs on materials and goods that may be imposed through January (or until such tariffs are enacted) could significantly impact costs and delivery timelines. Therefore, this estimate does not account for any additional expenses or delays that may result from these tariffs. Should new tariffs be implemented, the City of Denton and Sundt will mutually agree on impacts or changes to actual project costs or schedule.
3	000000 - GENERAL CLARIFICATION/ASSUMPTION	Sundt pricing is based on a 50-hour work week, Monday through Friday.
4	000000 - GENERAL CLARIFICATION/ASSUMPTION	Sundt assumes that this project will be tax exempt. No taxes have been included in this GMP.
5	000000 - GENERAL CLARIFICATION/ASSUMPTION	The 1832 days until substantial completion includes the full project scope (GMP's 1, 2, and 3). GMP 1 only includes general conditions cost through December 2027 – the first 22 months of the work. Future GMP packages will each include additional general conditions cost to cover the remaining project duration.
6	000000 - GENERAL CLARIFICATION/ASSUMPTION	Sundt pricing assumes potable and non-potable water will be paid for by City. Assume available flowrates are sufficient to fill basins for leak testing in 10 days or less (~100 gpm+).
7	000000 - GENERAL CLARIFICATION/ASSUMPTION	Sundt pricing includes anticipated costs for electrical consumption.
8	000000 - GENERAL CLARIFICATION/ASSUMPTION	Sundt pricing assumes that potable or non-potable water can be used to hydrotest all concrete structures in this package.
9	000000 - GENERAL CLARIFICATION/ASSUMPTION	The value of insurance and bonding is based on the total value of the cost model less the design contingency.
10	000000 - GENERAL CLARIFICATION/ASSUMPTION	The GMP 1 price is based on selecting Alliance Geotechnical Group for work package 012000, Hanna Surveying and Engineering for work package 013000, and Sundt Construction for work packages 310000, and 330000.
11	000000 - GENERAL CLARIFICATION/ASSUMPTION	A reconciliation allowance has been included to cover potential scope changes from the 90% set to 100% issued for construction set of documents.
12	000000 - GENERAL CLARIFICATION/ASSUMPTION	This GMP excludes the responsibility or liability for the identification, testing, removal, remediation, disposal, transportation, or management of contaminated or hazardous soils ("Contaminated Soils") encountered on or adjacent to the project site. "Contaminated Soils" includes any soils impacted by hazardous substances, petroleum products, heavy metals, or any other materials regulated under applicable federal, state, or local environmental laws (including but not limited to CERCLA, RCRA, and state-specific hazardous waste regulations).
13	000000 - GENERAL CLARIFICATION/ASSUMPTION	This GMP excludes the responsibility for the identification, testing, treatment, removal, containment, discharge, filtering or disposal of contaminated water or groundwater ("Contaminated Water") encountered on the project site. "Contaminated Water" includes, but is not limited to, water containing hydrocarbons, heavy metals, hazardous chemicals, sewage, or any substances regulated under federal, state, or local environmental laws.
14	000000 - GENERAL CLARIFICATION/ASSUMPTION	This GMP excludes the responsibility for the identification, investigation, evaluation, protection, mitigation, or treatment of archaeological, paleontological, cultural, or historic resources ("Cultural Resources") that may be encountered during the course of construction. These obligations, including compliance with any federal, state, tribal, or local requirements related to such resources (e.g., NHPA, NAGPRA), shall rest solely with the Owner.
15	000000 - GENERAL CLARIFICATION/ASSUMPTION	This GMP excludes the responsibility for the identification, monitoring, protection, relocation, mitigation, or management of any biological resources ("Biological Resources"), including but not limited to threatened or endangered species, sensitive habitats, wetlands, migratory birds, or other protected flora and fauna is excluded. All such responsibilities, including compliance with federal, state, or local environmental regulations (e.g., Endangered Species Act, Migratory Bird Treaty Act, Clean Water Act, state-specific laws), shall rest solely with the Owner.
16	310000 - EARTHWORK	The GMP 1 pricing assumes that the northern BNR wall will be backfilled no later than 12/17/2026.
17	310000 - EARTHWORK	An allowance has been included for an additional 20,000 CY of overs to be hauled offsite. The unit pricing for this allowance was taken from the bid form from Sundt Transportation.

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18	310000 - EARTHWORK	An allowance has been included for approximately 14 months of dust control with a CMAR operated water truck to span the gap between the GMP 1 work and the anticipated start of the GMP 3 scope of work. The GMP 3 contractor will be responsible to carry the dust control/water truck for the remainder of the project duration.
19	310000 - EARTHWORK	A street sweeping allowance has been included for 30 months of rental time for a Broce broom to be onsite for the CMAR to handle any immediate or supplemental track out/sweeping needs onsite.
20	310000 - EARTHWORK	All work associated with the Control/Operations Building and Warehouse has been excluded from this GMP. Future GMP packages will include the work associated with these structures.
21	310000 - EARTHWORK	GMP 1 excludes the landscaping wall northeast of the Junction Structure, and instead includes sloping back material at a safe slope behind proposed wall. The landscaping wall will be captured in a future GMP.
22	330000 - SITE UTILITIES	GMP 1 does not include concrete coatings in the Junction Structure or either of the valve vaults. Concrete coatings at the Junction Structure will be included in a future GMP.
23	330000 - SITE UTILITIES	Removal of trees required to complete the installation of the sewer interceptors has been included in this GMP 1 pricing. No tree replacement has been included in this GMP.

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6

PROJECT SCHEDULE



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Date - 23-Oct-25

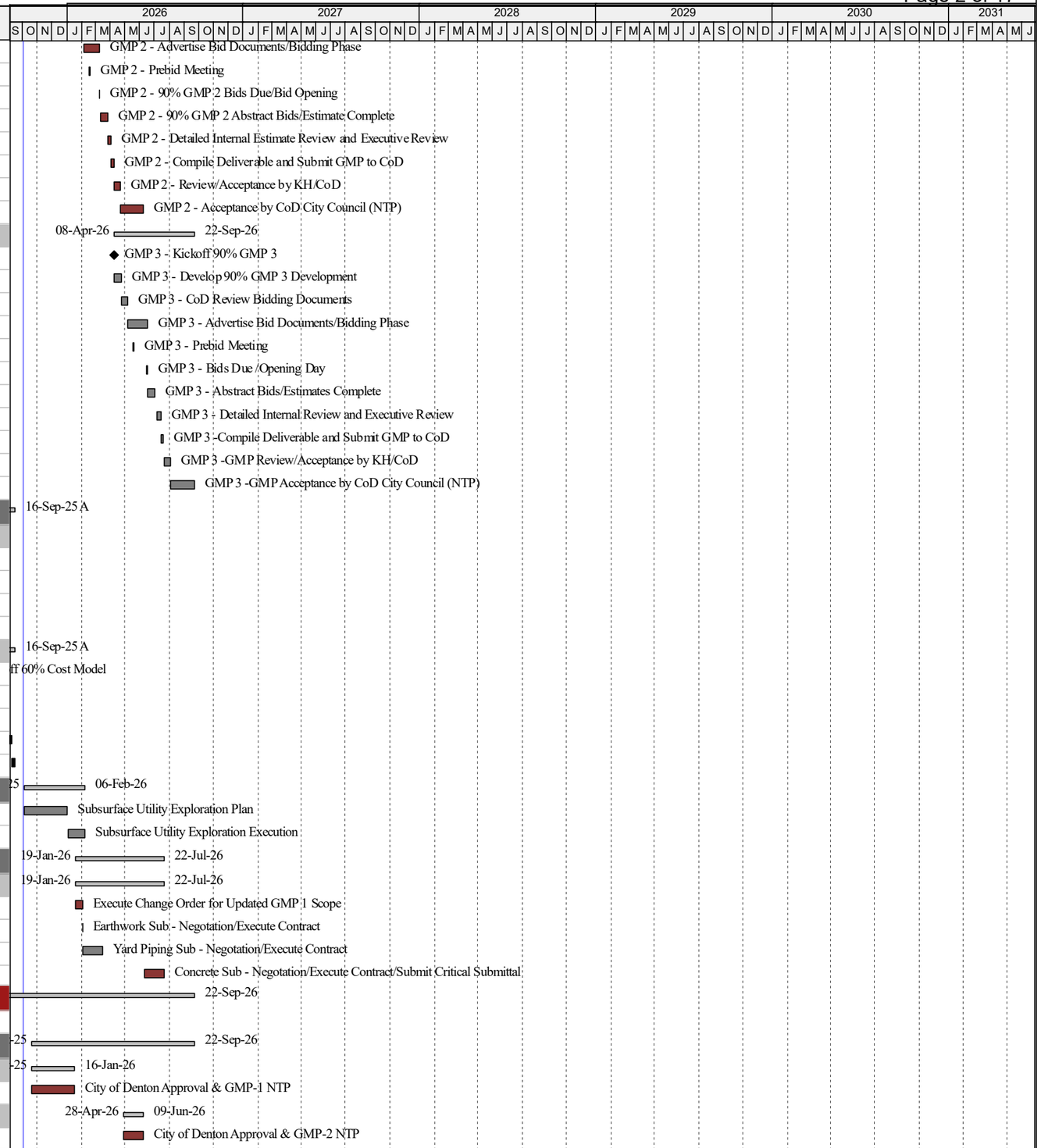
#	Activity ID	Activity Name	OD	Start	Finish
1	**162482 - Pecan Creek WRP - 30 MGD - Current**		1749	27-Mar-24 A	27-Feb-31
2	**CONTRACT MILESTONES**		26	22-Jan-31	27-Feb-31
3	MST.099	Substantial Completion	0		22-Jan-31
4	MST.99	Final Completion	0		27-Feb-31
5	**PROJECT MILESTONES**		1749	27-Mar-24 A	27-Feb-31
6	MST.001	Preconstruction Kick Off	0	27-Mar-24 A	
7	PRJCT.DUR	Overal Duration (5 days Calendar w/ Sundt Holiday)	1282	03-Feb-26	27-Feb-31
8	MST.010	Construction Mobilization	0		09-Feb-26
9	MST.030	Headworks - Construction Completion	893	15-Apr-26	23-Oct-29
10	**DESIGN**		572	27-Mar-24 A	30-Jun-26
11	DESIGN DELIVERABLES		164	01-Nov-24 A	12-Jun-25 A
12	DES.PCWRP.10	Develop Updated Project Documents (~30%)	46	01-Nov-24 A	14-Mar-25 A
13	DES.PCWRP.20	Develop 60% Project Documents	164	01-Nov-24 A	12-Jun-25 A
14	GMP-1		370	27-Mar-24 A	12-Dec-25
15	DSN.BAL1070	GMP-1 - Design Completion -Pkg 1 Civil and Early LL Procurement 60% Design (Old	372	27-Mar-24 A	30-Oct-24 A
16	DES.PCWRP.30	Develop GMP 1 90% Documents	100	01-Nov-24 A	11-Jun-25 A
17	DES.PCWRP.70	Develop GMP 1 100% IFC Documents	60	12-Jun-25 A	12-Dec-25
18	GMP-2		508	27-Mar-24 A	31-Mar-26
19	DSN.A1000	GMP-2 - Headworks, Peak Storage Pond & BOP LLE Package 1_15%BODR (Old A	35	27-Mar-24 A	03-May-24 A
20	DSN.A1010	GMP-2 - Headworks, Peak Storage Pond & BOP LLE Package 1_30%Design (Old A	75	06-May-24 A	06-Aug-24 A
21	DSN.A1020	GMP-2 - Headworks, Peak Storage Pond & BOP LLE Package 1_60%Design (Old A	79	07-Aug-24 A	30-Oct-24 A
22	DES.PCWRP.40	Develop GMP 2 90% Documents	103	30-Jun-25 A	14-Jan-26
23	DES.PCWRP.80	Develop GMP 2 100% IFC Documents	54	15-Jan-26	31-Mar-26
24	GMP-3		254	30-Jun-25 A	30-Jun-26
25	DES.PCWRP.50	Develop GMP 3 90% Documents	116	30-Jun-25 A	27-Feb-26
26	DES.PCWRP.90	Develop GMP 3 100% IFC Documents	86	02-Mar-26	30-Jun-26
27	**PRECONSTRUCTION**		430	14-Jan-25 A	22-Sep-26
28	ESTIMATE		323	12-Jun-25 A	22-Sep-26
29	**GMP 1 - 90% GMP DEVELOPMENT**		149	12-Jun-25 A	16-Jan-26
30	GMP1.PRECON.10	GMP 1 - Develop 90% GMP 1 Development	0		12-Jun-25 A
31	GMP1.PRECON.70	GMP 1 -Develop Bidding Documents	2	13-Jun-25 A	13-Jun-25 A
32	GMP1.PRECON.130	GMP 1 - CoD Review Bidding Documents	9	16-Jun-25 A	26-Jun-25 A
33	GMP1.PRECON.220	GMP 1 - Advertise Bid Documents/Bidding Phase	26	16-Jun-25 A	22-Jul-25 A
34	GMP1.PRECON.90	GMP 1 - Prebid Meeting	1	26-Jun-25 A	26-Jun-25 A
35	GMP1.PRECON.110	GMP 1 - 90% GMP 1 Bids Due/Bid Opening	1	23-Jul-25 A	23-Jul-25 A
36	GMP1.PRECON.210	GMP 1 - Abstract Bids/ Estimate Complete	8	23-Jul-25 A	01-Aug-25 A
37	GMP1.PRECON.150	GMP 1 - Detailed Internal Estimate Review and Executive Review	7	04-Aug-25 A	12-Aug-25 A
38	GMP1.PRECON.180	GMP 1 - Compile Deliverable and Submit GMP to CoD	3	13-Aug-25 A	19-Aug-25 A
39	GMP1.PRECON.190	GMP 1 - Review/Acknowledged by CoD with New Directions	10	18-Aug-25 A	03-Oct-25 A
40	GMP1.PRECON.230	GMP 1 - Resubmit Formal Recommendation for GMP1to the CoD	10	06-Oct-25	17-Oct-25
41	GMP1.PRECON.200	GMP 1 - Acceptance by CoD City Council and Approval of GMP1	60	20-Oct-25	16-Jan-26
42	**GMP 2 - 90% GMP DEVELOPMENT**		161	17-Oct-25	09-Jun-26
43	GMP2.PRECON.10	GMP 2 - Kickoff 90% GMP 2	0		17-Oct-25
44	GMP2.PRECON.70	GMP 2 - Develop GMP 2 Bidding Documents	64	20-Oct-25	22-Jan-26
45	GMP2.PRECON.130	GMP 2 - CoD Review Bidding Documents	10	23-Jan-26	05-Feb-26



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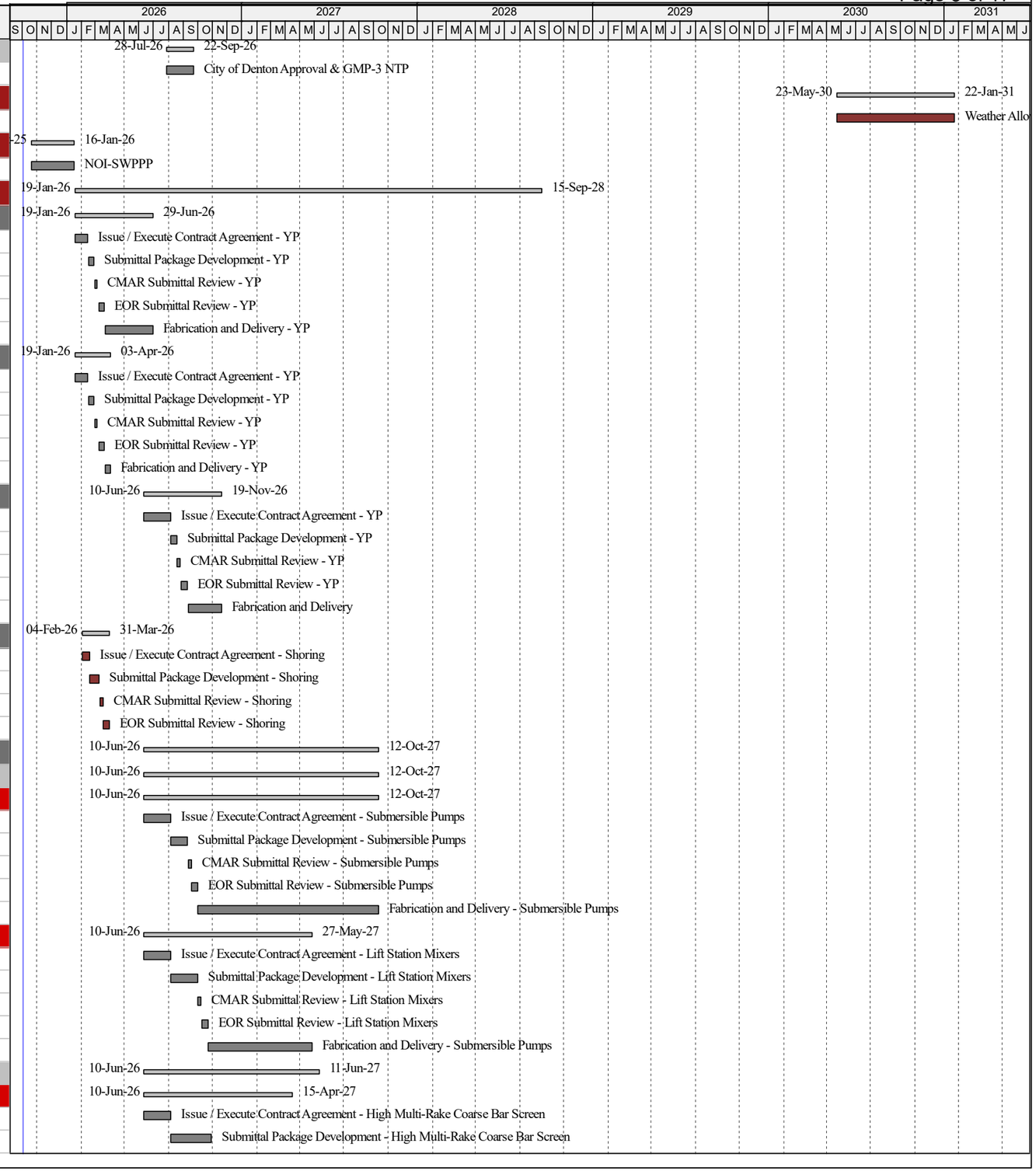
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46	GMP2.PRECON.110	GMP 2 - Advertise Bid Documents/Bidding Phase	23	06-Feb-26*	10-Mar-26
47	GMP2.PRECON.210	GMP 2 - Prebid Meeting	1	17-Feb-26*	17-Feb-26
48	GMP2.PRECON.220	GMP 2 - 90% GMP 2 Bids Due/Bid Opening	1	10-Mar-26	10-Mar-26
49	GMP2.PRECON.140	GMP 2 - 90% GMP 2 Abstract Bids/Estimate Complete	12	11-Mar-26	26-Mar-26
50	GMP2.PRECON.150	GMP 2 - Detailed Internal Estimate Review and Executive Review	5	27-Mar-26	02-Apr-26
51	GMP2.PRECON.180	GMP 2 - Compile Deliverable and Submit GMP to CoD	4	03-Apr-26	08-Apr-26
52	GMP2.PRECON.190	GMP 2 - Review/Acceptance by KH/CoD	10	09-Apr-26	22-Apr-26
53	GMP2.PRECON.200	GMP 2 - Acceptance by CoD City Council (NTP)	33	23-Apr-26	09-Jun-26
54	**GMP 3 - 90% GMP DEVELOPMENT**		116	08-Apr-26	22-Sep-26
55	GMP3.PRECON.40	GMP 3 - Kickoff 90% GMP 3	0		08-Apr-26
56	GMP3.PRECON.20	GMP 3 - Develop 90% GMP 3 Development	11	09-Apr-26	23-Apr-26
57	GMP3.PRECON.120	GMP 3 - CoD Review Bidding Documents	10	24-Apr-26	07-May-26
58	GMP3.PRECON.100	GMP 3 - Advertise Bid Documents/Bidding Phase	27	08-May-26	16-Jun-26
59	GMP3.PRECON.150	GMP 3 - Prebid Meeting	1	19-May-26*	19-May-26
60	GMP3.PRECON.210	GMP 3 - Bids Due /Opening Day	1	16-Jun-26	16-Jun-26
61	GMP3.PRECON.140	GMP 3 - Abstract Bids/Estimates Complete	12	17-Jun-26	02-Jul-26
62	GMP3.PRECON.160	GMP 3 - Detailed Internal Review and Executive Review	7	06-Jul-26*	14-Jul-26
63	GMP3.PRECON.170	GMP 3 -Compile Deliverable and Submit GMP to CoD	4	15-Jul-26	20-Jul-26
64	GMP3.PRECON.190	GMP 3 -GMP Review/Acceptance by KH/CoD	10	21-Jul-26	03-Aug-26
65	GMP3.PRECON.200	GMP 3 -GMP Acceptance by CoD City Council (NTP)	35	04-Aug-26	22-Sep-26
66	COST MODEL		196	14-Jan-25 A	16-Sep-25 A
67	**COST MODEL - 30% (ENTIRE PROJECT SCOPE)**		27	14-Jan-25 A	19-Feb-25 A
68	CM30.PRECON.10	Develop 30% Cost Model	18	14-Jan-25 A	06-Feb-25 A
69	CM30.PRECON.120	30% Estimates Complete	1	07-Feb-25 A	07-Feb-25 A
70	CM30.PRECON.130	30% Internal Estimate Review/Executive Review	5	10-Feb-25 A	14-Feb-25 A
71	CM30.PRECON.160	Compile 30% Deliverable and Submit Cost Model to CoD	3	17-Feb-25 A	19-Feb-25 A
72	**COST MODEL - 60% (GMP2 - GMP3)**		78	12-Jun-25 A	16-Sep-25 A
73	CM60.PRECON.10	Kickoff 60% Cost Model	0		12-Jun-25 A
74	CM60.PRECON.120	60% Estimates Complete	5	30-Jun-25 A	08-Aug-25 A
75	CM60.PRECON.130	60% Internal Estimate Review/Executive Review	8	11-Aug-25 A	28-Aug-25 A
76	CM60.PRECON.220	Develop 60% Cost Model	10	25-Aug-25 A	08-Sep-25 A
77	CM60.PRECON.160	Compile 60% Deliverable and Submit Cost Model to CoD	6	09-Sep-25 A	16-Sep-25 A
78	SITE ACTIVITIES		85	06-Oct-25	06-Feb-26
79	A1030	Subsurface Utility Exploration Plan	60	06-Oct-25*	02-Jan-26
80	A1040	Subsurface Utility Exploration Execution	25	05-Jan-26	06-Feb-26
81	CONTRACTS		131	19-Jan-26	22-Jul-26
82	**SUBCONTRACTS**		131	19-Jan-26	22-Jul-26
83	NEW1400	Execute Change Order for Updated GMP 1 Scope	11	19-Jan-26	02-Feb-26
84	NEW1150	Earthwork Sub - Negotation/Execute Contract	1	03-Feb-26	03-Feb-26
85	NEW1160	Yard Piping Sub - Negotation/Execute Contract	30	03-Feb-26	16-Mar-26
86	NEW1170	Concrete Sub - Negotation/Execute Contract/Submit Critical Submittal	30	10-Jun-26	22-Jul-26
87	**OWNER ACTIVITIES**		417	31-Oct-24 A	22-Sep-26
88	NEW1000	CoD Scope Revised from 5MGD to 26MGD	1	31-Oct-24 A	31-Oct-24 A
89	FUNDING APPROVAL		234	20-Oct-25	22-Sep-26
90	**GMP-1**		60	20-Oct-25	16-Jan-26
91	FND.A1050	City of Denton Approval & GMP-1 NTP	60	20-Oct-25	16-Jan-26
92	**GMP-2**		30	28-Apr-26	09-Jun-26
93	FND.A1030	City of Denton Approval & GMP-2 NTP	30	28-Apr-26	09-Jun-26



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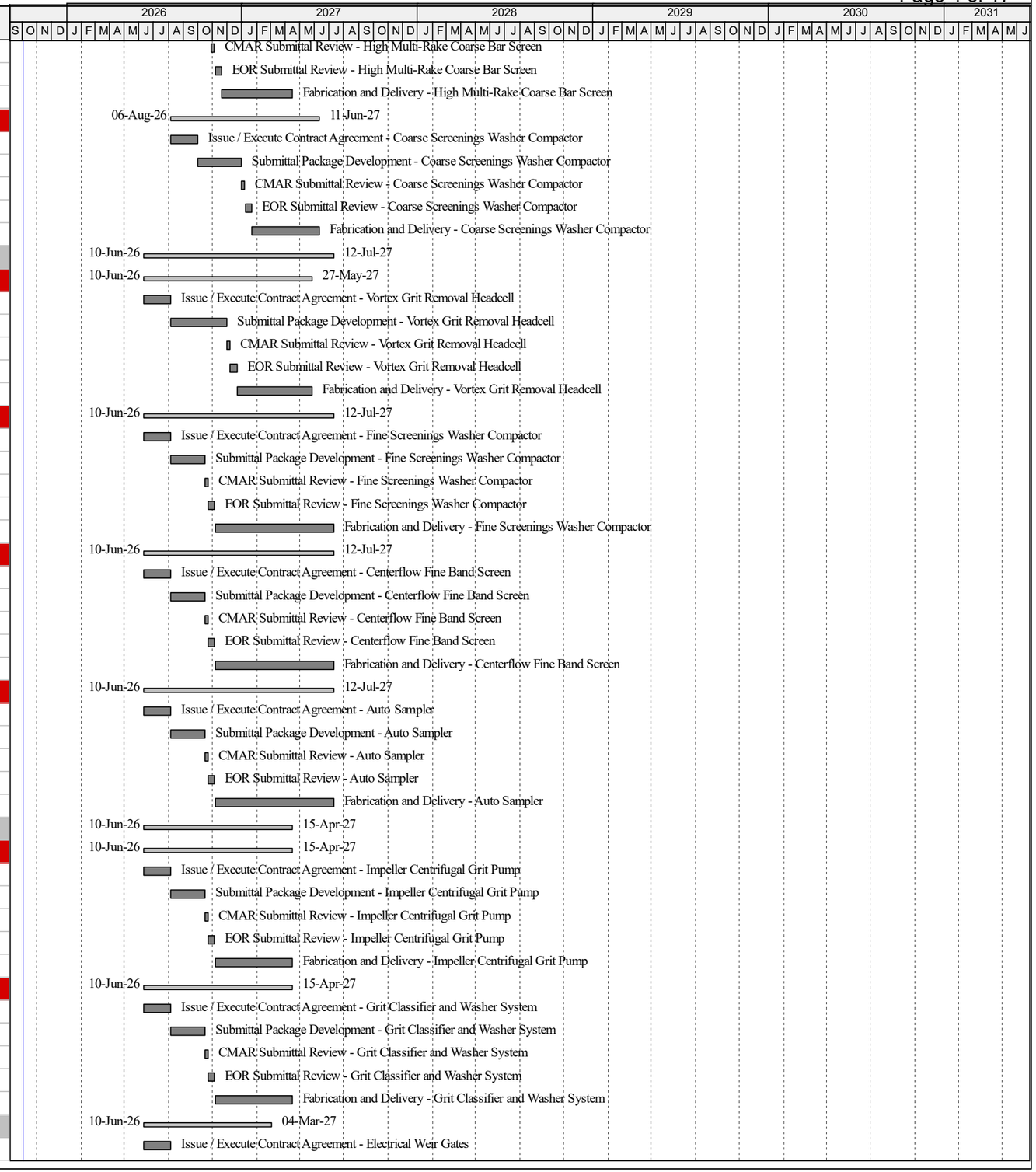
#	Activity ID	Activity Name	OD	Start	Finish
94	**GMP-3**		40	28-Jul-26	22-Sep-26
95	FND.BAL.A1030	City of Denton Approval & GMP-3 NTP	40	28-Jul-26	22-Sep-26
96	**PROJECT WEATHER ALLOWANCE**		166	23-May-30	22-Jan-31
97	A1080	Weather Allowance	166	23-May-30	22-Jan-31
98	**PERMITTING**		60	20-Oct-25	16-Jan-26
99	PMT.1000	NOI-SWPPP	60	20-Oct-25	16-Jan-26
100	**PROCUREMENT**		676	19-Jan-26	15-Sep-28
101	10 - YARD PIPE LONG LEAD - GMP 1 - 12 INCH AND LARGER		115	19-Jan-26	29-Jun-26
102	PROC.PKG1.1280	Issue / Execute Contract Agreement - YP	20	19-Jan-26	13-Feb-26
103	PROC.PKG1.1290	Submittal Package Development - YP	10	16-Feb-26	27-Feb-26
104	PROC.PKG1.1300	CMAR Submittal Review - YP	5	02-Mar-26	06-Mar-26
105	PROC.PKG1.1310	EOR Submittal Review - YP	10	09-Mar-26	20-Mar-26
106	PROC.PKG1.1340	Fabrication and Delivery - YP	70	23-Mar-26	29-Jun-26
107	10 - YARD PIPE LONG LEAD - GMP 1 - 12 INCH AND SMALLER		55	19-Jan-26	03-Apr-26
108	PROC.PKG1.2170	Issue / Execute Contract Agreement - YP	20	19-Jan-26	13-Feb-26
109	PROC.PKG1.2180	Submittal Package Development - YP	10	16-Feb-26	27-Feb-26
110	PROC.PKG1.2210	CMAR Submittal Review - YP	5	02-Mar-26	06-Mar-26
111	PROC.PKG1.2190	EOR Submittal Review - YP	10	09-Mar-26	20-Mar-26
112	PROC.PKG1.2200	Fabrication and Delivery - YP	10	23-Mar-26	03-Apr-26
113	10 - YARD PIPE LONG LEAD - GMP 2		115	10-Jun-26	19-Nov-26
114	PROC.PKG1.2120	Issue / Execute Contract Agreement - YP	40	10-Jun-26	05-Aug-26
115	PROC.PKG1.2130	Submittal Package Development - YP	10	06-Aug-26	19-Aug-26
116	PROC.PKG1.2160	CMAR Submittal Review - YP	5	20-Aug-26	26-Aug-26
117	PROC.PKG1.2140	EOR Submittal Review - YP	10	27-Aug-26	10-Sep-26
118	PROC.PKG1.2150	Fabrication and Delivery	50	11-Sep-26	19-Nov-26
119	10 - SHORING		40	04-Feb-26	31-Mar-26
120	PROC.PKG1.2220	Issue / Execute Contract Agreement - Shoring	10	04-Feb-26	17-Feb-26
121	PROC.PKG1.2230	Submittal Package Development - Shoring	15	18-Feb-26	10-Mar-26
122	PROC.PKG1.2260	CMAR Submittal Review - Shoring	5	11-Mar-26	17-Mar-26
123	PROC.PKG1.2240	EOR Submittal Review - Shoring	10	18-Mar-26	31-Mar-26
124	20 - HEADWORKS/SPLITTER BOX LONG LEAD		340	10-Jun-26	12-Oct-27
125	**20 - LIFT STATION**		340	10-Jun-26	12-Oct-27
126	**20 - Submersible Pumps**		340	10-Jun-26	12-Oct-27
127	PROC.PKG1.1570	Issue / Execute Contract Agreement - Submersible Pumps	40	10-Jun-26	05-Aug-26
128	PROC.PKG1.1580	Submittal Package Development - Submersible Pumps	25	06-Aug-26	10-Sep-26
129	PROC.PKG1.1590	CMAR Submittal Review - Submersible Pumps	5	11-Sep-26	17-Sep-26
130	PROC.PKG1.1600	EOR Submittal Review - Submersible Pumps	10	18-Sep-26	01-Oct-26
131	PROC.PKG1.1610	Fabrication and Delivery - Submersible Pumps	260	02-Oct-26	12-Oct-27
132	**20 - Lift Station Mixers**		245	10-Jun-26	27-May-27
133	PROC.PKG1.2070	Issue / Execute Contract Agreement - Lift Station Mixers	40	10-Jun-26	05-Aug-26
134	PROC.PKG1.2080	Submittal Package Development - Lift Station Mixers	40	06-Aug-26	01-Oct-26
135	PROC.PKG1.2110	CMAR Submittal Review - Lift Station Mixers	5	02-Oct-26	08-Oct-26
136	PROC.PKG1.2090	EOR Submittal Review - Lift Station Mixers	10	09-Oct-26	22-Oct-26
137	PROC.PKG1.2100	Fabrication and Delivery - Submersible Pumps	150	23-Oct-26	27-May-27
138	**20 - COURSE SCREENING**		255	10-Jun-26	11-Jun-27
139	**20 - High Multi-Rake Coarse Bar Screen**		215	10-Jun-26	15-Apr-27
140	PROC.PKG1.1520	Issue / Execute Contract Agreement - High Multi-Rake Coarse Bar Screen	40	10-Jun-26	05-Aug-26
141	PROC.PKG1.1530	Submittal Package Development - High Multi-Rake Coarse Bar Screen	60	06-Aug-26	29-Oct-26



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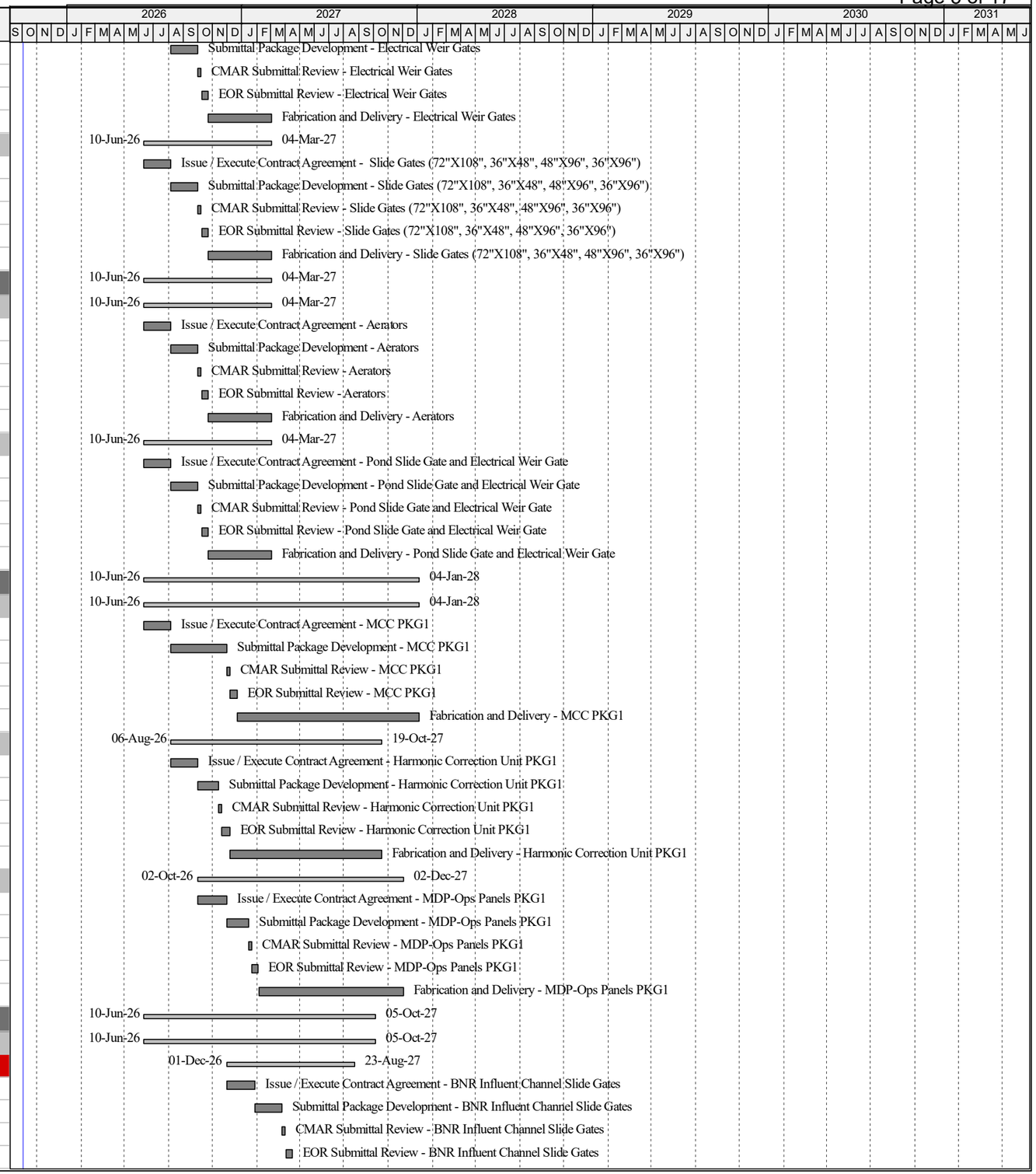
#	Activity ID	Activity Name	OD	Start	Finish
142	PROC.PKG1.1540	CMAR Submittal Review - High Multi-Rake Coarse Bar Screen	5	30-Oct-26	05-Nov-26
143	PROC.PKG1.1550	EOR Submittal Review - High Multi-Rake Coarse Bar Screen	10	06-Nov-26	19-Nov-26
144	PROC.PKG1.1560	Fabrication and Delivery - High Multi-Rake Coarse Bar Screen	100	20-Nov-26	15-Apr-27
145	**20 - Coarse Screenings Washer Compactor**		215	06-Aug-26	11-Jun-27
146	PROC.PKG1.1820	Issue / Execute Contract Agreement - Coarse Screenings Washer Compactor	40	06-Aug-26	01-Oct-26
147	PROC.PKG1.1830	Submittal Package Development - Coarse Screenings Washer Compactor	60	02-Oct-26	30-Dec-26
148	PROC.PKG1.1860	CMAR Submittal Review - Coarse Screenings Washer Compactor	5	31-Dec-26	07-Jan-27
149	PROC.PKG1.1840	EOR Submittal Review - Coarse Screenings Washer Compactor	10	08-Jan-27	21-Jan-27
150	PROC.PKG1.1850	Fabrication and Delivery - Coarse Screenings Washer Compactor	100	22-Jan-27	11-Jun-27
151	**20 - FINE SCREEN**		275	10-Jun-26	12-Jul-27
152	**20 - Vortex Grit Removal Headcell**		245	10-Jun-26	27-May-27
153	PROC.PKG1.1420	Issue / Execute Contract Agreement - Vortex Grit Removal Headcell	40	10-Jun-26	05-Aug-26
154	PROC.PKG1.1430	Submittal Package Development - Vortex Grit Removal Headcell	80	06-Aug-26	30-Nov-26
155	PROC.PKG1.1440	CMAR Submittal Review - Vortex Grit Removal Headcell	5	01-Dec-26	07-Dec-26
156	PROC.PKG1.1450	EOR Submittal Review - Vortex Grit Removal Headcell	10	08-Dec-26	21-Dec-26
157	PROC.PKG1.1460	Fabrication and Delivery - Vortex Grit Removal Headcell	110	22-Dec-26	27-May-27
158	**20 - Fine Screenings Washer Compactor**		275	10-Jun-26	12-Jul-27
159	PROC.PKG1.1470	Issue / Execute Contract Agreement - Fine Screenings Washer Compactor	40	10-Jun-26	05-Aug-26
160	PROC.PKG1.1480	Submittal Package Development - Fine Screenings Washer Compactor	50	06-Aug-26	15-Oct-26
161	PROC.PKG1.1490	CMAR Submittal Review - Fine Screenings Washer Compactor	5	16-Oct-26	22-Oct-26
162	PROC.PKG1.1500	EOR Submittal Review - Fine Screenings Washer Compactor	10	23-Oct-26	05-Nov-26
163	PROC.PKG1.1510	Fabrication and Delivery - Fine Screenings Washer Compactor	170	06-Nov-26	12-Jul-27
164	**20 - Centerflow Fine Band Screen**		275	10-Jun-26	12-Jul-27
165	PROC.PKG1.1870	Issue / Execute Contract Agreement - Centerflow Fine Band Screen	40	10-Jun-26	05-Aug-26
166	PROC.PKG1.1880	Submittal Package Development - Centerflow Fine Band Screen	50	06-Aug-26	15-Oct-26
167	PROC.PKG1.1910	CMAR Submittal Review - Centerflow Fine Band Screen	5	16-Oct-26	22-Oct-26
168	PROC.PKG1.1890	EOR Submittal Review - Centerflow Fine Band Screen	10	23-Oct-26	05-Nov-26
169	PROC.PKG1.1900	Fabrication and Delivery - Centerflow Fine Band Screen	170	06-Nov-26	12-Jul-27
170	**20 - Auto Sampler**		275	10-Jun-26	12-Jul-27
171	PROC.PKG1.1920	Issue / Execute Contract Agreement - Auto Sampler	40	10-Jun-26	05-Aug-26
172	PROC.PKG1.1930	Submittal Package Development - Auto Sampler	50	06-Aug-26	15-Oct-26
173	PROC.PKG1.1960	CMAR Submittal Review - Auto Sampler	5	16-Oct-26	22-Oct-26
174	PROC.PKG1.1940	EOR Submittal Review - Auto Sampler	10	23-Oct-26	05-Nov-26
175	PROC.PKG1.1950	Fabrication and Delivery - Auto Sampler	170	06-Nov-26	12-Jul-27
176	**20 - HEADCELL AREA**		215	10-Jun-26	15-Apr-27
177	**20 - Impeller Centrifugal Grit Pumps**		215	10-Jun-26	15-Apr-27
178	PROC.PKG1.2020	Issue / Execute Contract Agreement - Impeller Centrifugal Grit Pump	40	10-Jun-26	05-Aug-26
179	PROC.PKG1.2030	Submittal Package Development - Impeller Centrifugal Grit Pump	50	06-Aug-26	15-Oct-26
180	PROC.PKG1.2060	CMAR Submittal Review - Impeller Centrifugal Grit Pump	5	16-Oct-26	22-Oct-26
181	PROC.PKG1.2040	EOR Submittal Review - Impeller Centrifugal Grit Pump	10	23-Oct-26	05-Nov-26
182	PROC.PKG1.2050	Fabrication and Delivery - Impeller Centrifugal Grit Pump	110	06-Nov-26	15-Apr-27
183	**20 - Grit Classifier and Washer System**		215	10-Jun-26	15-Apr-27
184	PROC.PKG1.1970	Issue / Execute Contract Agreement - Grit Classifier and Washer System	40	10-Jun-26	05-Aug-26
185	PROC.PKG1.1980	Submittal Package Development - Grit Classifier and Washer System	50	06-Aug-26	15-Oct-26
186	PROC.PKG1.2010	CMAR Submittal Review - Grit Classifier and Washer System	5	16-Oct-26	22-Oct-26
187	PROC.PKG1.1990	EOR Submittal Review - Grit Classifier and Washer System	10	23-Oct-26	05-Nov-26
188	PROC.PKG1.2000	Fabrication and Delivery - Grit Classifier and Washer System	110	06-Nov-26	15-Apr-27
189	**20 - Electrical Weir Gates**		185	10-Jun-26	04-Mar-27
190	PROC.PKG1.1720	Issue / Execute Contract Agreement - Electrical Weir Gates	40	10-Jun-26	05-Aug-26



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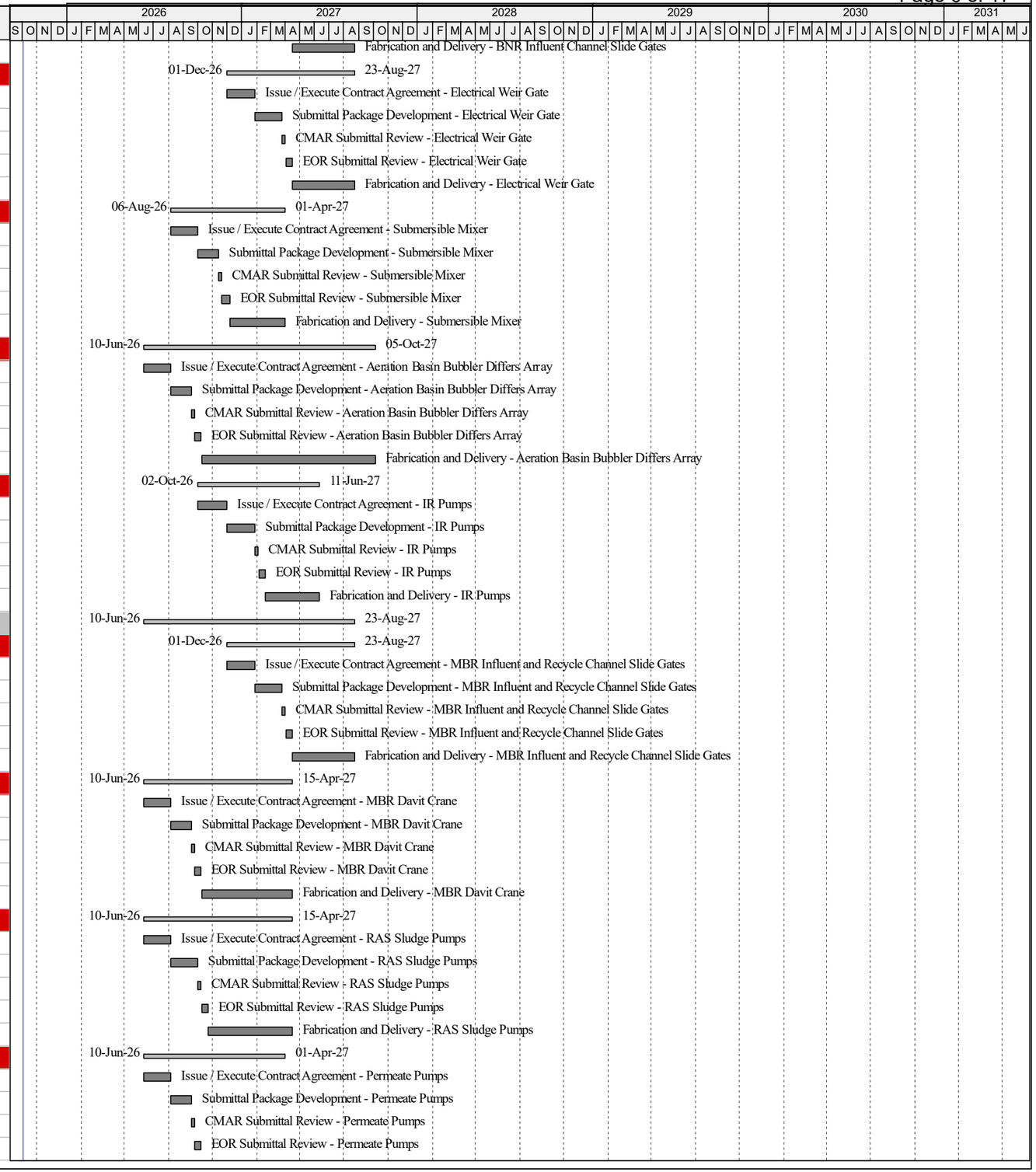
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191	PROC.PKG1.1730	Submittal Package Development - Electrical Weir Gates	40	06-Aug-26	01-Oct-26
192	PROC.PKG1.1760	CMAR Submittal Review - Electrical Weir Gates	5	02-Oct-26	08-Oct-26
193	PROC.PKG1.1740	EOR Submittal Review - Electrical Weir Gates	10	09-Oct-26	22-Oct-26
194	PROC.PKG1.1750	Fabrication and Delivery - Electrical Weir Gates	90	23-Oct-26	04-Mar-27
195	**20 - Slide Gates (72"X108", 36"X48", 48"X96", 36"X96")**		185	10-Jun-26	04-Mar-27
196	PROC.PKG1.1670	Issue / Execute Contract Agreement - Slide Gates (72"X108", 36"X48", 48"X96", 36"X	40	10-Jun-26	05-Aug-26
197	PROC.PKG1.1680	Submittal Package Development - Slide Gates (72"X108", 36"X48", 48"X96", 36"X96	40	06-Aug-26	01-Oct-26
198	PROC.PKG1.1710	CMAR Submittal Review - Slide Gates (72"X108", 36"X48", 48"X96", 36"X96")	5	02-Oct-26	08-Oct-26
199	PROC.PKG1.1690	EOR Submittal Review - Slide Gates (72"X108", 36"X48", 48"X96", 36"X96")	10	09-Oct-26	22-Oct-26
200	PROC.PKG1.1700	Fabrication and Delivery - Slide Gates (72"X108", 36"X48", 48"X96", 36"X96")	90	23-Oct-26	04-Mar-27
201	25 - STORAGE POND		185	10-Jun-26	04-Mar-27
202	**25 - Aerators**		185	10-Jun-26	04-Mar-27
203	PROC.PKG1.1770	Issue / Execute Contract Agreement - Aerators	40	10-Jun-26	05-Aug-26
204	PROC.PKG1.1780	Submittal Package Development - Aerators	40	06-Aug-26	01-Oct-26
205	PROC.PKG1.1810	CMAR Submittal Review - Aerators	5	02-Oct-26	08-Oct-26
206	PROC.PKG1.1790	EOR Submittal Review - Aerators	10	09-Oct-26	22-Oct-26
207	PROC.PKG1.1800	Fabrication and Delivery - Aerators	90	23-Oct-26	04-Mar-27
208	**25 - Pond Slide Gate and Electrical Weir Gate**		185	10-Jun-26	04-Mar-27
209	PROC.PKG1.1350	Issue / Execute Contract Agreement - Pond Slide Gate and Electrical Weir Gate	40	10-Jun-26	05-Aug-26
210	PROC.PKG1.1360	Submittal Package Development - Pond Slide Gate and Electrical Weir Gate	40	06-Aug-26	01-Oct-26
211	PROC.PKG1.1370	CMAR Submittal Review - Pond Slide Gate and Electrical Weir Gate	5	02-Oct-26	08-Oct-26
212	PROC.PKG1.1380	EOR Submittal Review - Pond Slide Gate and Electrical Weir Gate	10	09-Oct-26	22-Oct-26
213	PROC.PKG1.1410	Fabrication and Delivery - Pond Slide Gate and Electrical Weir Gate	90	23-Oct-26	04-Mar-27
214	ELECTRICAL LONG LEAD-1		395	10-Jun-26	04-Jan-28
215	**Electrical - MCC**		395	10-Jun-26	04-Jan-28
216	PROC.PKG2.3240	Issue / Execute Contract Agreement - MCC PKG1	40	10-Jun-26	05-Aug-26
217	PROC.PKG2.3250	Submittal Package Development - MCC PKG1	80	06-Aug-26	30-Nov-26
218	PROC.PKG2.3280	CMAR Submittal Review - MCC PKG1	5	01-Dec-26	07-Dec-26
219	PROC.PKG2.3260	EOR Submittal Review - MCC PKG1	10	08-Dec-26	21-Dec-26
220	PROC.PKG2.3270	Fabrication and Delivery - MCC PKG1	260	22-Dec-26	04-Jan-28
221	**Electrical - Harmonic Correction Unit**		305	06-Aug-26	19-Oct-27
222	PROC.PKG2.3290	Issue / Execute Contract Agreement - Harmonic Correction Unit PKG1	40	06-Aug-26	01-Oct-26
223	PROC.PKG2.3300	Submittal Package Development - Harmonic Correction Unit PKG1	30	02-Oct-26	12-Nov-26
224	PROC.PKG2.3330	CMAR Submittal Review - Harmonic Correction Unit PKG1	5	13-Nov-26	19-Nov-26
225	PROC.PKG2.3310	EOR Submittal Review - Harmonic Correction Unit PKG1	10	20-Nov-26	07-Dec-26
226	PROC.PKG2.3320	Fabrication and Delivery - Harmonic Correction Unit PKG1	220	08-Dec-26	19-Oct-27
227	**Electrical - MDP-Ops Panels**		295	02-Oct-26	02-Dec-27
228	PROC.PKG2.3340	Issue / Execute Contract Agreement - MDP-Ops Panels PKG1	40	02-Oct-26	30-Nov-26
229	PROC.PKG2.3350	Submittal Package Development - MDP-Ops Panels PKG1	30	01-Dec-26	14-Jan-27
230	PROC.PKG2.3380	CMAR Submittal Review - MDP-Ops Panels PKG1	5	15-Jan-27	21-Jan-27
231	PROC.PKG2.3360	EOR Submittal Review - MDP-Ops Panels PKG1	10	22-Jan-27	04-Feb-27
232	PROC.PKG2.3370	Fabrication and Delivery - MDP-Ops Panels PKG1	210	05-Feb-27	02-Dec-27
233	30 - BNR/MBR LONG LEAD		335	10-Jun-26	05-Oct-27
234	**30 - BNR LONG LEAD**		335	10-Jun-26	05-Oct-27
235	**30 - BNR Influent Channel Slide Gate**		185	01-Dec-26	23-Aug-27
236	PROC.PKG2.3940	Issue / Execute Contract Agreement - BNR Influent Channel Slide Gates	40	01-Dec-26	28-Jan-27
237	PROC.PKG2.3950	Submittal Package Development - BNR Influent Channel Slide Gates	40	29-Jan-27	25-Mar-27
238	PROC.PKG2.3980	CMAR Submittal Review - BNR Influent Channel Slide Gates	5	26-Mar-27	01-Apr-27
239	PROC.PKG2.3960	EOR Submittal Review - BNR Influent Channel Slide Gates	10	02-Apr-27	15-Apr-27



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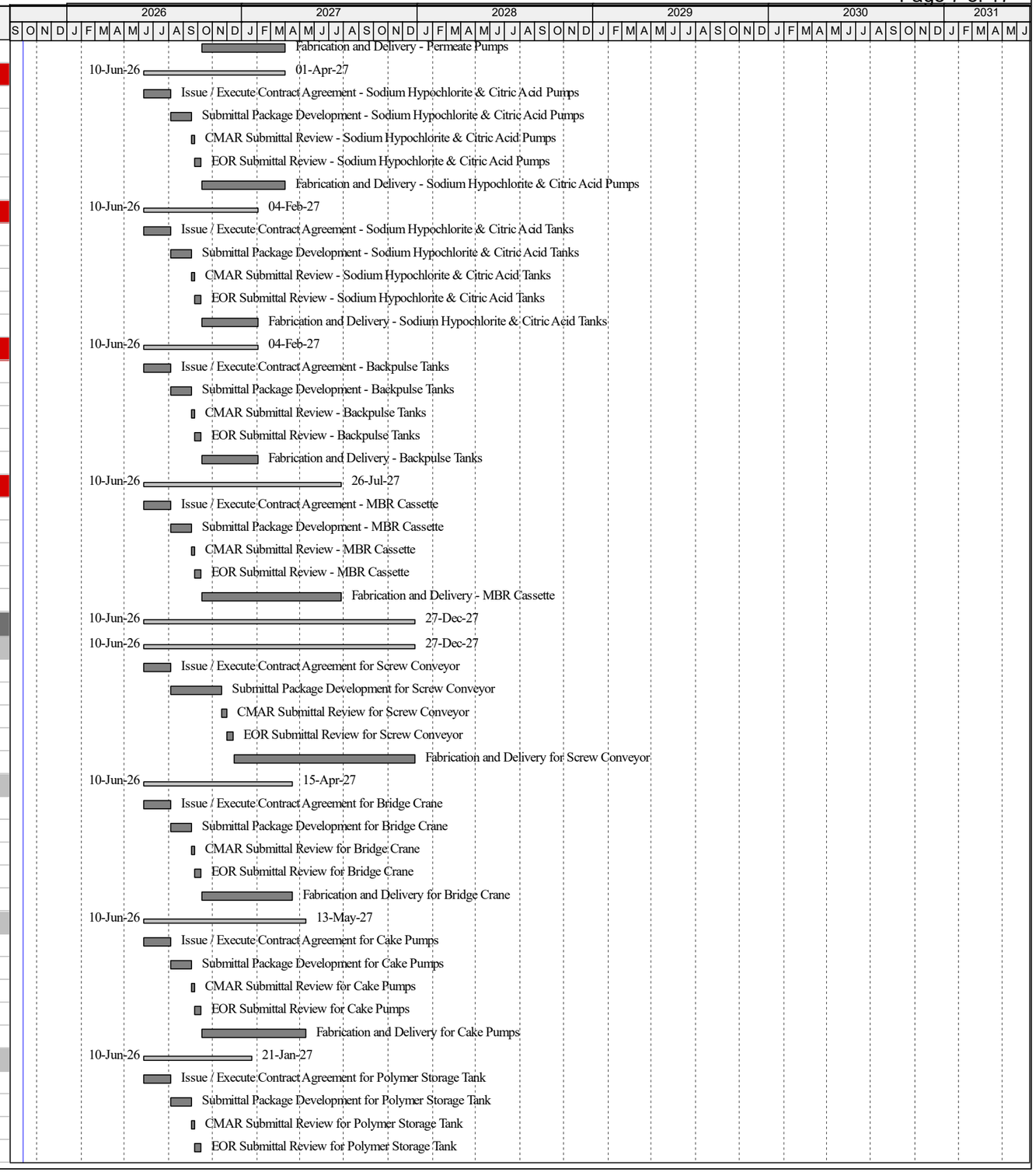
#	Activity ID	Activity Name	OD	Start	Finish
240	PROC.PKG2.3970	Fabrication and Delivery - BNR Influent Channel Slide Gates	90	16-Apr-27	23-Aug-27
241	**30 - Electrical Weir Gate**		185	01-Dec-26	23-Aug-27
242	PROC.PKG2.3990	Issue / Execute Contract Agreement - Electrical Weir Gate	40	01-Dec-26	28-Jan-27
243	PROC.PKG2.4000	Submittal Package Development - Electrical Weir Gate	40	29-Jan-27	25-Mar-27
244	PROC.PKG2.4030	CMAR Submittal Review - Electrical Weir Gate	5	26-Mar-27	01-Apr-27
245	PROC.PKG2.4010	EOR Submittal Review - Electrical Weir Gate	10	02-Apr-27	15-Apr-27
246	PROC.PKG2.4020	Fabrication and Delivery - Electrical Weir Gate	90	16-Apr-27	23-Aug-27
247	**30 - Submersible Mixer**		165	06-Aug-26	01-Apr-27
248	PROC.PKG2.2590	Issue / Execute Contract Agreement - Submersible Mixer	40	06-Aug-26	01-Oct-26
249	PROC.PKG2.2600	Submittal Package Development - Submersible Mixer	30	02-Oct-26	12-Nov-26
250	PROC.PKG2.2610	CMAR Submittal Review - Submersible Mixer	5	13-Nov-26	19-Nov-26
251	PROC.PKG2.2620	EOR Submittal Review - Submersible Mixer	10	20-Nov-26	07-Dec-26
252	PROC.PKG2.2630	Fabrication and Delivery - Submersible Mixer	80	08-Dec-26	01-Apr-27
253	**30 - Aeration Basin Bubbler Differs Array**		335	10-Jun-26	05-Oct-27
254	PROC.PKG2.2640	Issue / Execute Contract Agreement - Aeration Basin Bubbler Differs Array	40	10-Jun-26	05-Aug-26
255	PROC.PKG2.2650	Submittal Package Development - Aeration Basin Bubbler Differs Array	30	06-Aug-26	17-Sep-26
256	PROC.PKG2.2660	CMAR Submittal Review - Aeration Basin Bubbler Differs Array	5	18-Sep-26	24-Sep-26
257	PROC.PKG2.2670	EOR Submittal Review - Aeration Basin Bubbler Differs Array	10	25-Sep-26	08-Oct-26
258	PROC.PKG2.2680	Fabrication and Delivery - Aeration Basin Bubbler Differs Array	250	09-Oct-26	05-Oct-27
259	**30 - Internal Recycle (IR) Pumps**		175	02-Oct-26	11-Jun-27
260	PROC.PKG2.3190	Issue / Execute Contract Agreement - IR Pumps	40	02-Oct-26	30-Nov-26
261	PROC.PKG2.3200	Submittal Package Development - IR Pumps	40	01-Dec-26	28-Jan-27
262	PROC.PKG2.3210	CMAR Submittal Review - IR Pumps	5	29-Jan-27	04-Feb-27
263	PROC.PKG2.3220	EOR Submittal Review - IR Pumps	10	05-Feb-27	18-Feb-27
264	PROC.PKG2.3230	Fabrication and Delivery - IR Pumps	80	19-Feb-27	11-Jun-27
265	**30 - MBR LONG LEAD**		305	10-Jun-26	23-Aug-27
266	**30 - MBR Influent and Recycle Channel Slide Gate**		185	01-Dec-26	23-Aug-27
267	PROC.PKG2.2940	Issue / Execute Contract Agreement - MBR Influent and Recycle Channel Slide Gates	40	01-Dec-26	28-Jan-27
268	PROC.PKG2.2950	Submittal Package Development - MBR Influent and Recycle Channel Slide Gates	40	29-Jan-27	25-Mar-27
269	PROC.PKG2.2960	CMAR Submittal Review - MBR Influent and Recycle Channel Slide Gates	5	26-Mar-27	01-Apr-27
270	PROC.PKG2.2970	EOR Submittal Review - MBR Influent and Recycle Channel Slide Gates	10	02-Apr-27	15-Apr-27
271	PROC.PKG2.2980	Fabrication and Delivery - MBR Influent and Recycle Channel Slide Gates	90	16-Apr-27	23-Aug-27
272	**30 - MBR Davit Crane**		215	10-Jun-26	15-Apr-27
273	PROC.PKG2.2990	Issue / Execute Contract Agreement - MBR Davit Crane	40	10-Jun-26	05-Aug-26
274	PROC.PKG2.3000	Submittal Package Development - MBR Davit Crane	30	06-Aug-26	17-Sep-26
275	PROC.PKG2.3010	CMAR Submittal Review - MBR Davit Crane	5	18-Sep-26	24-Sep-26
276	PROC.PKG2.3020	EOR Submittal Review - MBR Davit Crane	10	25-Sep-26	08-Oct-26
277	PROC.PKG2.3030	Fabrication and Delivery - MBR Davit Crane	130	09-Oct-26	15-Apr-27
278	**30 - WAS/RAS Sludge Pumps**		215	10-Jun-26	15-Apr-27
279	PROC.PKG2.3140	Issue / Execute Contract Agreement - RAS Sludge Pumps	40	10-Jun-26	05-Aug-26
280	PROC.PKG2.3150	Submittal Package Development - RAS Sludge Pumps	40	06-Aug-26	01-Oct-26
281	PROC.PKG2.3160	CMAR Submittal Review - RAS Sludge Pumps	5	02-Oct-26	08-Oct-26
282	PROC.PKG2.3170	EOR Submittal Review - RAS Sludge Pumps	10	09-Oct-26	22-Oct-26
283	PROC.PKG2.3180	Fabrication and Delivery - RAS Sludge Pumps	120	23-Oct-26	15-Apr-27
284	**30 - Permeate Pumps**		205	10-Jun-26	01-Apr-27
285	PROC.PKG2.2690	Issue / Execute Contract Agreement - Permeate Pumps	40	10-Jun-26	05-Aug-26
286	PROC.PKG2.2700	Submittal Package Development - Permeate Pumps	30	06-Aug-26	17-Sep-26
287	PROC.PKG2.2710	CMAR Submittal Review - Permeate Pumps	5	18-Sep-26	24-Sep-26
288	PROC.PKG2.2720	EOR Submittal Review - Permeate Pumps	10	25-Sep-26	08-Oct-26



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Date - 23-Oct-25

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289	PROC.PKG2.2730	Fabrication and Delivery - Permeate Pumps	120	09-Oct-26	01-Apr-27
290	**30 - Sodium Hypochlorite & Citric Acid Pumps**		205	10-Jun-26	01-Apr-27
291	PROC.PKG2.3790	Issue / Execute Contract Agreement - Sodium Hypochlorite & Citric Acid Pumps	40	10-Jun-26	05-Aug-26
292	PROC.PKG2.3800	Submittal Package Development - Sodium Hypochlorite & Citric Acid Pumps	30	06-Aug-26	17-Sep-26
293	PROC.PKG2.3830	CMAR Submittal Review - Sodium Hypochlorite & Citric Acid Pumps	5	18-Sep-26	24-Sep-26
294	PROC.PKG2.3810	EOR Submittal Review - Sodium Hypochlorite & Citric Acid Pumps	10	25-Sep-26	08-Oct-26
295	PROC.PKG2.3820	Fabrication and Delivery - Sodium Hypochlorite & Citric Acid Pumps	120	09-Oct-26	01-Apr-27
296	**30 - Sodium Hypochlorite & Citric Acid Tanks**		165	10-Jun-26	04-Feb-27
297	PROC.PKG2.3840	Issue / Execute Contract Agreement - Sodium Hypochlorite & Citric Acid Tanks	40	10-Jun-26	05-Aug-26
298	PROC.PKG2.3850	Submittal Package Development - Sodium Hypochlorite & Citric Acid Tanks	30	06-Aug-26	17-Sep-26
299	PROC.PKG2.3880	CMAR Submittal Review - Sodium Hypochlorite & Citric Acid Tanks	5	18-Sep-26	24-Sep-26
300	PROC.PKG2.3860	EOR Submittal Review - Sodium Hypochlorite & Citric Acid Tanks	10	25-Sep-26	08-Oct-26
301	PROC.PKG2.3870	Fabrication and Delivery - Sodium Hypochlorite & Citric Acid Tanks	80	09-Oct-26	04-Feb-27
302	**30 - Backpulse Tanks**		165	10-Jun-26	04-Feb-27
303	PROC.PKG2.3890	Issue / Execute Contract Agreement - Backpulse Tanks	40	10-Jun-26	05-Aug-26
304	PROC.PKG2.3900	Submittal Package Development - Backpulse Tanks	30	06-Aug-26	17-Sep-26
305	PROC.PKG2.3930	CMAR Submittal Review - Backpulse Tanks	5	18-Sep-26	24-Sep-26
306	PROC.PKG2.3910	EOR Submittal Review - Backpulse Tanks	10	25-Sep-26	08-Oct-26
307	PROC.PKG2.3920	Fabrication and Delivery - Backpulse Tanks	80	09-Oct-26	04-Feb-27
308	**30 - MBR Cassette**		285	10-Jun-26	26-Jul-27
309	PROC.PKG2.1490	Issue / Execute Contract Agreement - MBR Cassette	40	10-Jun-26	05-Aug-26
310	PROC.PKG2.1500	Submittal Package Development - MBR Cassette	30	06-Aug-26	17-Sep-26
311	PROC.PKG2.1510	CMAR Submittal Review - MBR Cassette	5	18-Sep-26	24-Sep-26
312	PROC.PKG2.1520	EOR Submittal Review - MBR Cassette	10	25-Sep-26	08-Oct-26
313	PROC.PKG2.1550	Fabrication and Delivery - MBR Cassette	200	09-Oct-26	26-Jul-27
314	**35 - THICKENING/DEWATERING BUILDING**		390	10-Jun-26	27-Dec-27
315	**35 - Screw Conveyors**		390	10-Jun-26	27-Dec-27
316	PROC.PKG2.2120	Issue / Execute Contract Agreement for Screw Conveyor	40	10-Jun-26	05-Aug-26
317	PROC.PKG2.2130	Submittal Package Development for Screw Conveyor	75	06-Aug-26	19-Nov-26
318	PROC.PKG2.2140	CMAR Submittal Review for Screw Conveyor	5	20-Nov-26	30-Nov-26
319	PROC.PKG2.2150	EOR Submittal Review for Screw Conveyor	10	01-Dec-26	14-Dec-26
320	PROC.PKG2.2180	Fabrication and Delivery for Screw Conveyor	260	15-Dec-26	27-Dec-27
321	**35 - Bridge Crane**		215	10-Jun-26	15-Apr-27
322	PROC.PKG2.2190	Issue / Execute Contract Agreement for Bridge Crane	40	10-Jun-26	05-Aug-26
323	PROC.PKG2.2200	Submittal Package Development for Bridge Crane	30	06-Aug-26	17-Sep-26
324	PROC.PKG2.2210	CMAR Submittal Review for Bridge Crane	5	18-Sep-26	24-Sep-26
325	PROC.PKG2.2220	EOR Submittal Review for Bridge Crane	10	25-Sep-26	08-Oct-26
326	PROC.PKG2.2230	Fabrication and Delivery for Bridge Crane	130	09-Oct-26	15-Apr-27
327	**35 - Sludge Pumps**		235	10-Jun-26	13-May-27
328	PROC.PKG2.2240	Issue / Execute Contract Agreement for Cake Pumps	40	10-Jun-26	05-Aug-26
329	PROC.PKG2.2250	Submittal Package Development for Cake Pumps	30	06-Aug-26	17-Sep-26
330	PROC.PKG2.2260	CMAR Submittal Review for Cake Pumps	5	18-Sep-26	24-Sep-26
331	PROC.PKG2.2270	EOR Submittal Review for Cake Pumps	10	25-Sep-26	08-Oct-26
332	PROC.PKG2.2280	Fabrication and Delivery for Cake Pumps	150	09-Oct-26	13-May-27
333	**35 - Polymer Storage Tank**		155	10-Jun-26	21-Jan-27
334	PROC.PKG2.2290	Issue / Execute Contract Agreement for Polymer Storage Tank	40	10-Jun-26	05-Aug-26
335	PROC.PKG2.2300	Submittal Package Development for Polymer Storage Tank	30	06-Aug-26	17-Sep-26
336	PROC.PKG2.2310	CMAR Submittal Review for Polymer Storage Tank	5	18-Sep-26	24-Sep-26
337	PROC.PKG2.2320	EOR Submittal Review for Polymer Storage Tank	10	25-Sep-26	08-Oct-26



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Date - 23-Oct-25

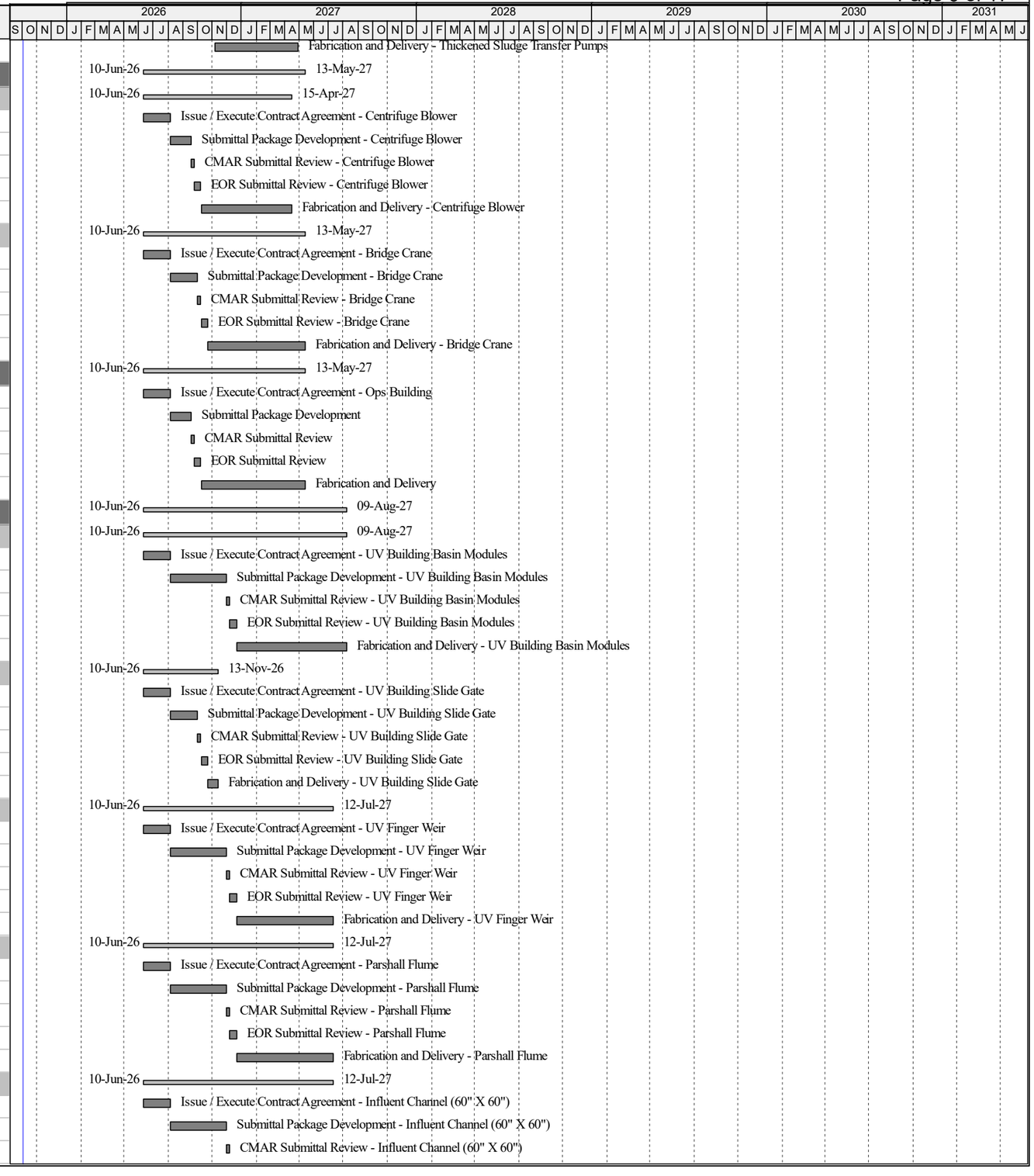
#	Activity ID	Activity Name	OD	Start	Finish
338	PROC.PKG2.2330	Fabrication and Delivery for Polymer Storage Tank	70	09-Oct-26	21-Jan-27
339	**35 - Polymer Skid**		155	10-Jun-26	21-Jan-27
340	PROC.PKG2.2440	Issue / Execute Contract Agreement for Polymer Skid	40	10-Jun-26	05-Aug-26
341	PROC.PKG2.2450	Submittal Package Development for Polymer Skid	30	06-Aug-26	17-Sep-26
342	PROC.PKG2.2460	CMAR Submittal Review for Polymer Skid	5	18-Sep-26	24-Sep-26
343	PROC.PKG2.2470	EOR Submittal Review for Polymer Skid	10	25-Sep-26	08-Oct-26
344	PROC.PKG2.2480	Fabrication and Delivery for Polymer Skid	70	09-Oct-26	21-Jan-27
345	**35 - Centrifuge Thickner**		385	10-Jun-26	16-Dec-27
346	PROC.PKG2.2340	Issue / Execute Contract Agreement for Centrifuge Thickner	40	10-Jun-26	05-Aug-26
347	PROC.PKG2.2350	Submittal Package Development for Centrifuge Thickner	60	06-Aug-26	29-Oct-26
348	PROC.PKG2.2360	CMAR Submittal Review for Centrifuge Thickner	5	30-Oct-26	05-Nov-26
349	PROC.PKG2.2370	EOR Submittal Review for Centrifuge Thickner	10	06-Nov-26	19-Nov-26
350	PROC.PKG2.2380	Fabrication and Delivery for Centrifuge Thickner	270	20-Nov-26	16-Dec-27
351	**35 - Centrifuge Dewaterer**		385	10-Jun-26	16-Dec-27
352	PROC.PKG2.2390	Issue / Execute Contract Agreement for Centrifuge Dewaterer	40	10-Jun-26	05-Aug-26
353	PROC.PKG2.2400	Submittal Package Development for Centrifuge Dewaterer	60	06-Aug-26	29-Oct-26
354	PROC.PKG2.2410	CMAR Submittal Review for Centrifuge Dewaterer	5	30-Oct-26	05-Nov-26
355	PROC.PKG2.2420	EOR Submittal Review for Centrifuge Dewaterer	10	06-Nov-26	19-Nov-26
356	PROC.PKG2.2430	Fabrication and Delivery for Centrifuge Dewaterer	270	20-Nov-26	16-Dec-27
357	40 - DIGESTERS/HEAT EXCHANGER BLDG		245	10-Jun-26	27-May-27
358	**40 - Heat Exchangers**		225	10-Jun-26	29-Apr-27
359	PROC.PKG2.3390	Issue / Execute Contract Agreement - Heat Exchangers	40	10-Jun-26	05-Aug-26
360	PROC.PKG2.3400	Submittal Package Development - Heat Exchangers	50	06-Aug-26	15-Oct-26
361	PROC.PKG2.3430	CMAR Submittal Review - Heat Exchangers	5	16-Oct-26	22-Oct-26
362	PROC.PKG2.3410	EOR Submittal Review - Heat Exchangers	10	23-Oct-26	05-Nov-26
363	PROC.PKG2.3420	Fabrication and Delivery - Heat Exchangers	120	06-Nov-26	29-Apr-27
364	**40 - Digested Sludge Transfer Pumps**		225	10-Jun-26	29-Apr-27
365	PROC.PKG2.3640	Issue / Execute Contract Agreement - Digested Sludge Transfer Pumps	40	10-Jun-26	05-Aug-26
366	PROC.PKG2.3650	Submittal Package Development - Digested Sludge Transfer Pumps	50	06-Aug-26	15-Oct-26
367	PROC.PKG2.3680	CMAR Submittal Review - Digested Sludge Transfer Pumps	5	16-Oct-26	22-Oct-26
368	PROC.PKG2.3660	EOR Submittal Review - Digested Sludge Transfer Pumps	10	23-Oct-26	05-Nov-26
369	PROC.PKG2.3670	Fabrication and Delivery - Digested Sludge Transfer Pumps	120	06-Nov-26	29-Apr-27
370	**40 - Anerobic Digesters and Mixers**		245	10-Jun-26	27-May-27
371	PROC.PKG2.3690	Issue / Execute Contract Agreement - Anaerobic Digesters and Mixers	40	10-Jun-26	05-Aug-26
372	PROC.PKG2.3700	Submittal Package Development - Anaerobic Digesters and Mixers	50	06-Aug-26	15-Oct-26
373	PROC.PKG2.3730	CMAR Submittal Review - Anaerobic Digesters and Mixers	5	16-Oct-26	22-Oct-26
374	PROC.PKG2.3710	EOR Submittal Review - Anaerobic Digesters and Mixers	10	23-Oct-26	05-Nov-26
375	PROC.PKG2.3720	Fabrication and Delivery - Anaerobic Digesters and Mixers	140	06-Nov-26	27-May-27
376	**40 - Waste Gas Burner**		225	10-Jun-26	29-Apr-27
377	PROC.PKG2.3740	Issue / Execute Contract Agreement - Waste Gas Burner	40	10-Jun-26	05-Aug-26
378	PROC.PKG2.3750	Submittal Package Development - Waste Gas Burner	50	06-Aug-26	15-Oct-26
379	PROC.PKG2.3780	CMAR Submittal Review - Waste Gas Burner	5	16-Oct-26	22-Oct-26
380	PROC.PKG2.3760	EOR Submittal Review - Waste Gas Burner	10	23-Oct-26	05-Nov-26
381	PROC.PKG2.3770	Fabrication and Delivery - Waste Gas Burner	120	06-Nov-26	29-Apr-27
382	**40 - Thickened Sludge Transfer Pumps**		225	10-Jun-26	29-Apr-27
383	PROC.PKG2.3590	Issue / Execute Contract Agreement - Thickened Sludge Transfer Pumps	40	10-Jun-26	05-Aug-26
384	PROC.PKG2.3600	Submittal Package Development - Thickened Sludge Transfer Pumps	50	06-Aug-26	15-Oct-26
385	PROC.PKG2.3630	CMAR Submittal Review - Thickened Sludge Transfer Pumps	5	16-Oct-26	22-Oct-26
386	PROC.PKG2.3610	EOR Submittal Review - Thickened Sludge Transfer Pumps	10	23-Oct-26	05-Nov-26



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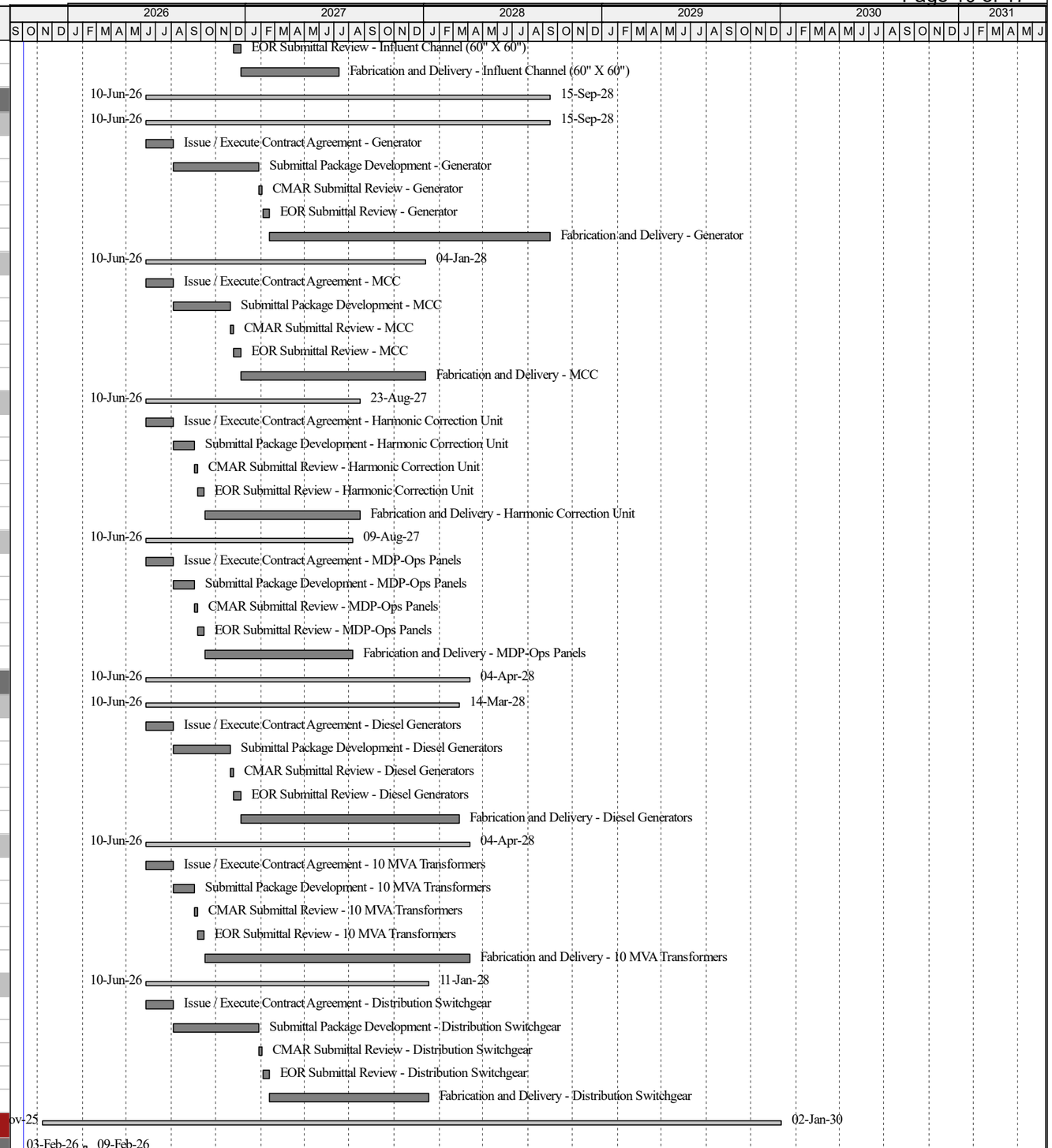
#	Activity ID	Activity Name	OD	Start	Finish
387	PROC.PKG2.3620	Fabrication and Delivery - Thickened Sludge Transfer Pumps	120	06-Nov-26	29-Apr-27
388	45 - BLOWER BUILDING - PKG 2		235	10-Jun-26	13-May-27
389	**45 - Centrifuge Blower**		215	10-Jun-26	15-Apr-27
390	PROC.PKG2.2490	Issue / Execute Contract Agreement - Centrifuge Blower	40	10-Jun-26	05-Aug-26
391	PROC.PKG2.2500	Submittal Package Development - Centrifuge Blower	30	06-Aug-26	17-Sep-26
392	PROC.PKG2.2510	CMAR Submittal Review - Centrifuge Blower	5	18-Sep-26	24-Sep-26
393	PROC.PKG2.2520	EOR Submittal Review - Centrifuge Blower	10	25-Sep-26	08-Oct-26
394	PROC.PKG2.2530	Fabrication and Delivery - Centrifuge Blower	130	09-Oct-26	15-Apr-27
395	**45 - Bridge Crane**		235	10-Jun-26	13-May-27
396	PROC.PKG2.2540	Issue / Execute Contract Agreement - Bridge Crane	40	10-Jun-26	05-Aug-26
397	PROC.PKG2.2550	Submittal Package Development - Bridge Crane	40	06-Aug-26	01-Oct-26
398	PROC.PKG2.2560	CMAR Submittal Review - Bridge Crane	5	02-Oct-26	08-Oct-26
399	PROC.PKG2.2570	EOR Submittal Review - Bridge Crane	10	09-Oct-26	22-Oct-26
400	PROC.PKG2.2580	Fabrication and Delivery - Bridge Crane	140	23-Oct-26	13-May-27
401	50 - CONTROL OPERATION BUILDING		235	10-Jun-26	13-May-27
402	PROC.PKG2.1770	Issue / Execute Contract Agreement - Ops Building	40	10-Jun-26	05-Aug-26
403	PROC.PKG2.1780	Submittal Package Development	30	06-Aug-26	17-Sep-26
404	PROC.PKG2.1790	CMAR Submittal Review	5	18-Sep-26	24-Sep-26
405	PROC.PKG2.1800	EOR Submittal Review	10	25-Sep-26	08-Oct-26
406	PROC.PKG2.1830	Fabrication and Delivery	150	09-Oct-26	13-May-27
407	55 - UV BUILDING PKG 2		295	10-Jun-26	09-Aug-27
408	**55 - UV Building Basin Modules**		295	10-Jun-26	09-Aug-27
409	PROC.PKG2.2740	Issue / Execute Contract Agreement - UV Building Basin Modules	40	10-Jun-26	05-Aug-26
410	PROC.PKG2.2750	Submittal Package Development - UV Building Basin Modules	80	06-Aug-26	30-Nov-26
411	PROC.PKG2.2760	CMAR Submittal Review - UV Building Basin Modules	5	01-Dec-26	07-Dec-26
412	PROC.PKG2.2770	EOR Submittal Review - UV Building Basin Modules	10	08-Dec-26	21-Dec-26
413	PROC.PKG2.2780	Fabrication and Delivery - UV Building Basin Modules	160	22-Dec-26	09-Aug-27
414	**55 - UV Building Slide Gate**		111	10-Jun-26	13-Nov-26
415	PROC.PKG2.2790	Issue / Execute Contract Agreement - UV Building Slide Gate	40	10-Jun-26	05-Aug-26
416	PROC.PKG2.2800	Submittal Package Development - UV Building Slide Gate	40	06-Aug-26	01-Oct-26
417	PROC.PKG2.2810	CMAR Submittal Review - UV Building Slide Gate	5	02-Oct-26	08-Oct-26
418	PROC.PKG2.2820	EOR Submittal Review - UV Building Slide Gate	10	09-Oct-26	22-Oct-26
419	PROC.PKG2.2830	Fabrication and Delivery - UV Building Slide Gate	16	23-Oct-26	13-Nov-26
420	**55 - UV Building Finger Weir**		275	10-Jun-26	12-Jul-27
421	PROC.PKG2.2840	Issue / Execute Contract Agreement - UV Finger Weir	40	10-Jun-26	05-Aug-26
422	PROC.PKG2.2850	Submittal Package Development - UV Finger Weir	80	06-Aug-26	30-Nov-26
423	PROC.PKG2.2860	CMAR Submittal Review - UV Finger Weir	5	01-Dec-26	07-Dec-26
424	PROC.PKG2.2870	EOR Submittal Review - UV Finger Weir	10	08-Dec-26	21-Dec-26
425	PROC.PKG2.2880	Fabrication and Delivery - UV Finger Weir	140	22-Dec-26	12-Jul-27
426	**55 - UV Building Parshall Flume**		275	10-Jun-26	12-Jul-27
427	PROC.PKG2.3540	Issue / Execute Contract Agreement - Parshall Flume	40	10-Jun-26	05-Aug-26
428	PROC.PKG2.3550	Submittal Package Development - Parshall Flume	80	06-Aug-26	30-Nov-26
429	PROC.PKG2.3580	CMAR Submittal Review - Parshall Flume	5	01-Dec-26	07-Dec-26
430	PROC.PKG2.3560	EOR Submittal Review - Parshall Flume	10	08-Dec-26	21-Dec-26
431	PROC.PKG2.3570	Fabrication and Delivery - Parshall Flume	140	22-Dec-26	12-Jul-27
432	**55 - UV Building Influent Channel (60" X 60")**		275	10-Jun-26	12-Jul-27
433	PROC.PKG2.3490	Issue / Execute Contract Agreement - Influent Channel (60" X 60")	40	10-Jun-26	05-Aug-26
434	PROC.PKG2.3500	Submittal Package Development - Influent Channel (60" X 60")	80	06-Aug-26	30-Nov-26
435	PROC.PKG2.3530	CMAR Submittal Review - Influent Channel (60" X 60")	5	01-Dec-26	07-Dec-26



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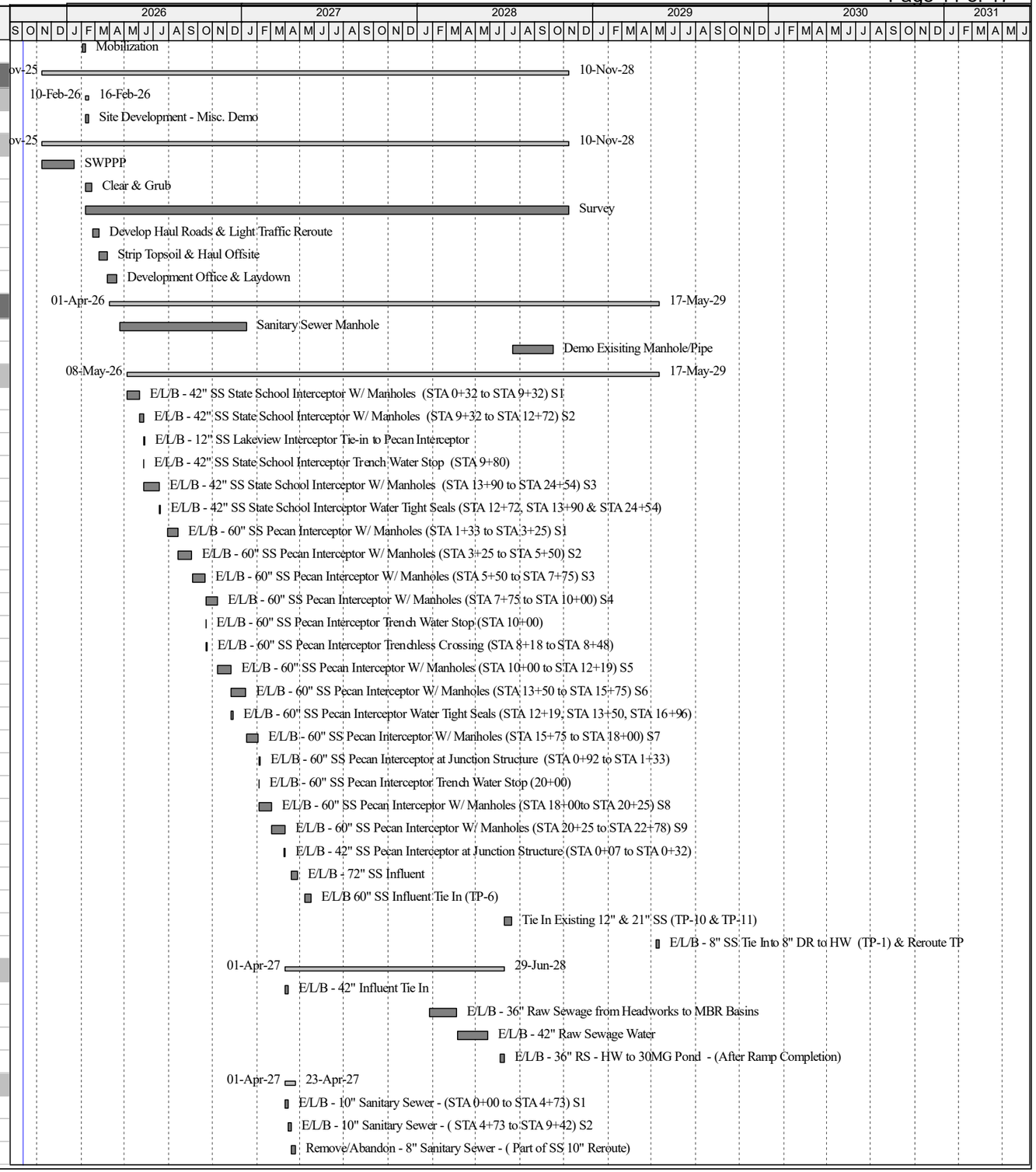
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436	PROC.PKG2.3510	EOR Submittal Review - Influent Channel (60" X 60")	10	08-Dec-26	21-Dec-26
437	PROC.PKG2.3520	Fabrication and Delivery - Influent Channel (60" X 60")	140	22-Dec-26	12-Jul-27
438	ELECTRICAL LONG LEAD		575	10-Jun-26	15-Sep-28
439	**Electrical - Generator**		575	10-Jun-26	15-Sep-28
440	PROC.PKG2.3440	Issue / Execute Contract Agreement - Generator	40	10-Jun-26	05-Aug-26
441	PROC.PKG2.3450	Submittal Package Development - Generator	120	06-Aug-26	28-Jan-27
442	PROC.PKG2.3480	CMAR Submittal Review - Generator	5	29-Jan-27	04-Feb-27
443	PROC.PKG2.3460	EOR Submittal Review - Generator	10	05-Feb-27	18-Feb-27
444	PROC.PKG2.3470	Fabrication and Delivery - Generator	400	19-Feb-27	15-Sep-28
445	**Electrical - MCC**		395	10-Jun-26	04-Jan-28
446	PROC.PKG2.1910	Issue / Execute Contract Agreement - MCC	40	10-Jun-26	05-Aug-26
447	PROC.PKG2.1920	Submittal Package Development - MCC	80	06-Aug-26	30-Nov-26
448	PROC.PKG2.1930	CMAR Submittal Review - MCC	5	01-Dec-26	07-Dec-26
449	PROC.PKG2.1940	EOR Submittal Review - MCC	10	08-Dec-26	21-Dec-26
450	PROC.PKG2.1970	Fabrication and Delivery - MCC	260	22-Dec-26	04-Jan-28
451	**Electrical - Harmonic Correction Unit**		305	10-Jun-26	23-Aug-27
452	PROC.PKG2.3040	Issue / Execute Contract Agreement - Harmonic Correction Unit	40	10-Jun-26	05-Aug-26
453	PROC.PKG2.3050	Submittal Package Development - Harmonic Correction Unit	30	06-Aug-26	17-Sep-26
454	PROC.PKG2.3060	CMAR Submittal Review - Harmonic Correction Unit	5	18-Sep-26	24-Sep-26
455	PROC.PKG2.3070	EOR Submittal Review - Harmonic Correction Unit	10	25-Sep-26	08-Oct-26
456	PROC.PKG2.3080	Fabrication and Delivery - Harmonic Correction Unit	220	09-Oct-26	23-Aug-27
457	**Electrical - MDP-Ops Panels**		295	10-Jun-26	09-Aug-27
458	PROC.PKG2.3090	Issue / Execute Contract Agreement - MDP-Ops Panels	40	10-Jun-26	05-Aug-26
459	PROC.PKG2.3100	Submittal Package Development - MDP-Ops Panels	30	06-Aug-26	17-Sep-26
460	PROC.PKG2.3110	CMAR Submittal Review - MDP-Ops Panels	5	18-Sep-26	24-Sep-26
461	PROC.PKG2.3120	EOR Submittal Review - MDP-Ops Panels	10	25-Sep-26	08-Oct-26
462	PROC.PKG2.3130	Fabrication and Delivery - MDP-Ops Panels	210	09-Oct-26	09-Aug-27
463	60 - MV BUILDING		460	10-Jun-26	04-Apr-28
464	**Electrical - Diesel Generators**		445	10-Jun-26	14-Mar-28
465	PROC.PKG2.4090	Issue / Execute Contract Agreement - Diesel Generators	40	10-Jun-26	05-Aug-26
466	PROC.PKG2.4100	Submittal Package Development - Diesel Generators	80	06-Aug-26	30-Nov-26
467	PROC.PKG2.4130	CMAR Submittal Review - Diesel Generators	5	01-Dec-26	07-Dec-26
468	PROC.PKG2.4110	EOR Submittal Review - Diesel Generators	10	08-Dec-26	21-Dec-26
469	PROC.PKG2.4120	Fabrication and Delivery - Diesel Generators	310	22-Dec-26	14-Mar-28
470	**Electrical - 10 MVA Transformers**		460	10-Jun-26	04-Apr-28
471	PROC.PKG2.4140	Issue / Execute Contract Agreement - 10 MVA Transformers	40	10-Jun-26	05-Aug-26
472	PROC.PKG2.4150	Submittal Package Development - 10 MVA Transformers	30	06-Aug-26	17-Sep-26
473	PROC.PKG2.4180	CMAR Submittal Review - 10 MVA Transformers	5	18-Sep-26	24-Sep-26
474	PROC.PKG2.4160	EOR Submittal Review - 10 MVA Transformers	10	25-Sep-26	08-Oct-26
475	PROC.PKG2.4170	Fabrication and Delivery - 10 MVA Transformers	375	09-Oct-26	04-Apr-28
476	**Electrical - Distribution Switchgear**		400	10-Jun-26	11-Jan-28
477	PROC.PKG2.4040	Issue / Execute Contract Agreement - Distribution Switchgear	40	10-Jun-26	05-Aug-26
478	PROC.PKG2.4050	Submittal Package Development - Distribution Switchgear	120	06-Aug-26	28-Jan-27
479	PROC.PKG2.4080	CMAR Submittal Review - Distribution Switchgear	5	29-Jan-27	04-Feb-27
480	PROC.PKG2.4060	EOR Submittal Review - Distribution Switchgear	10	05-Feb-27	18-Feb-27
481	PROC.PKG2.4070	Fabrication and Delivery - Distribution Switchgear	225	19-Feb-27	11-Jan-28
482	**CONSTRUCTION**		1046	10-Nov-25	02-Jan-30
483	MOBILIZATION / DEMOBILIZATION		5	03-Feb-26	09-Feb-26



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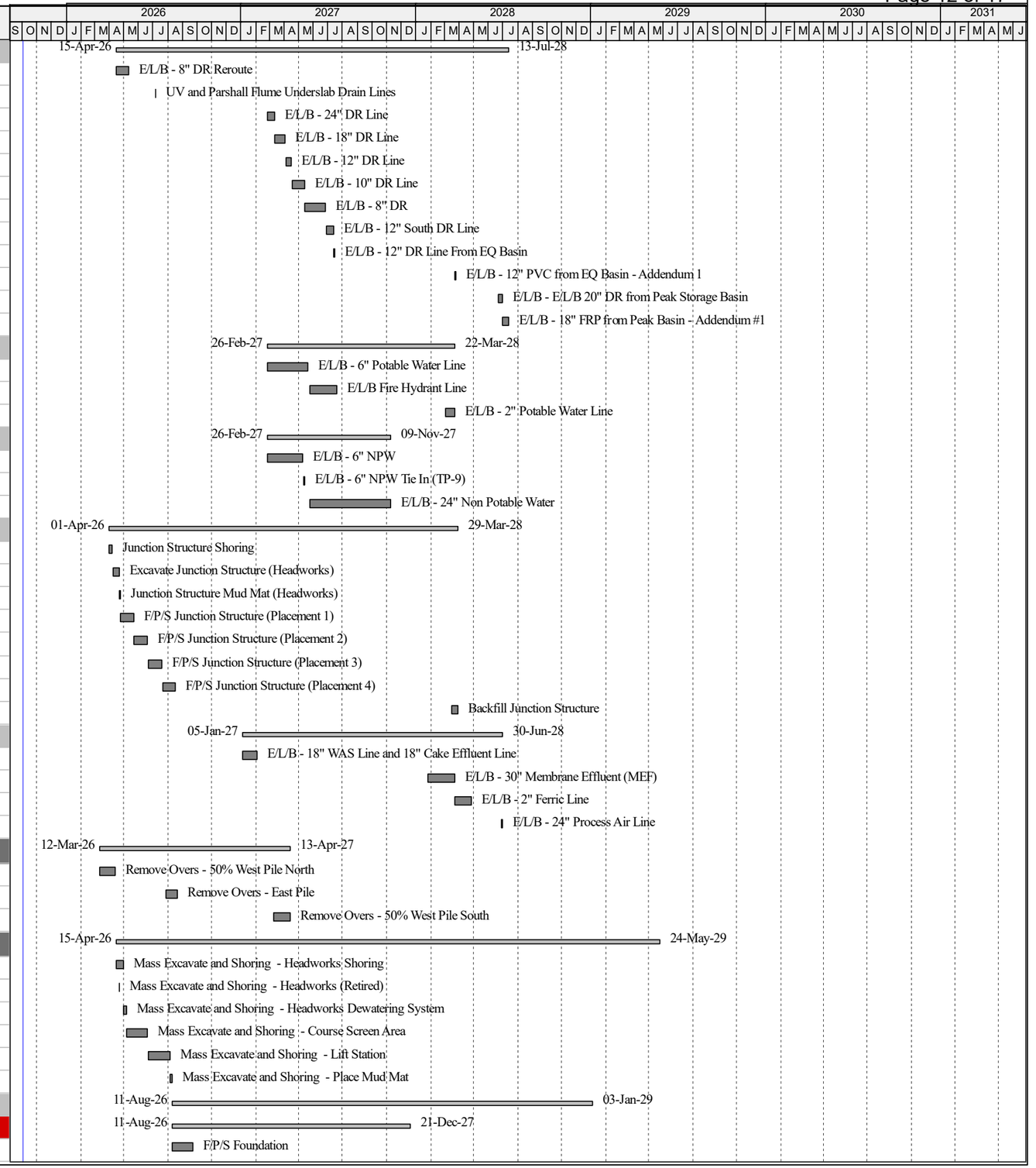
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484	A1010	Mobilization	5	03-Feb-26	09-Feb-26
485	05 - SITEWORK		761	10-Nov-25	10-Nov-28
486	**DEMO**		5	10-Feb-26	16-Feb-26
487	NEW1010	Site Development - Misc. Demo	5	10-Feb-26	16-Feb-26
488	**CIVIL**		761	10-Nov-25	10-Nov-28
489	NEW1040	SWPPP	45	10-Nov-25	16-Jan-26
490	NEW1020	Clear & Grub	10	10-Feb-26	23-Feb-26
491	NEW1060	Survey	700	10-Feb-26	10-Nov-28
492	NEW1200	Develop Haul Roads & Light Traffic Reroute	10	24-Feb-26	09-Mar-26
493	NEW1180	Strip Topsoil & Haul Offsite	13	10-Mar-26	26-Mar-26
494	NEW1190	Development Office & Laydown	14	27-Mar-26	15-Apr-26
495	10 - YARD PIPING		793	01-Apr-26	17-May-29
496	1C.1290	Sanitary Sewer Manhole	180	23-Apr-26	11-Jan-27
497	1C.1090	Demo Exisiting Manhole/Pipe	61	17-Jul-28	10-Oct-28
498	**10 - YARD PIPING - SANITARY SEWER/INTERSEPTORS**		766	08-May-26	17-May-29
499	1C.1300	E/L/B - 42" SS State School Interceptor W/ Manholes (STA 0+32 to STA 9+32) S1	17	08-May-26	02-Jun-26
500	1C.1310	E/L/B - 42" SS State School Interceptor W/ Manholes (STA 9+32 to STA 12+72) S2	6	03-Jun-26	10-Jun-26
501	1C.1280	E/L/B - 12" SS Lakeview Interceptor Tie-in to Pecan Interceptor	3	10-Jun-26	12-Jun-26
502	1C.1320	E/L/B - 42" SS State School Interceptor Trench Water Stop (STA 9+80)	1	10-Jun-26	10-Jun-26
503	1C.1330	E/L/B - 42" SS State School Interceptor W/ Manholes (STA 13+90 to STA 24+54) S3	22	11-Jun-26	13-Jul-26
504	1C.1340	E/L/B - 42" SS State School Interceptor Water Tight Seals (STA 12+72, STA 13+90 &	2	14-Jul-26	15-Jul-26
505	1C.1350	E/L/B - 60" SS Pecan Interceptor W/ Manholes (STA 1+33 to STA 3+25) S1	16	30-Jul-26	20-Aug-26
506	1C.1360	E/L/B - 60" SS Pecan Interceptor W/ Manholes (STA 3+25 to STA 5+50) S2	20	21-Aug-26	18-Sep-26
507	1C.1370	E/L/B - 60" SS Pecan Interceptor W/ Manholes (STA 5+50 to STA 7+75) S3	20	21-Sep-26	16-Oct-26
508	1C.1380	E/L/B - 60" SS Pecan Interceptor W/ Manholes (STA 7+75 to STA 10+00) S4	17	19-Oct-26	10-Nov-26
509	1C.1390	E/L/B - 60" SS Pecan Interceptor Trench Water Stop (STA 10+00)	1	19-Oct-26	19-Oct-26
510	1C.1400	E/L/B - 60" SS Pecan Interceptor Trenchless Crossing (STA 8+18 to STA 8+48)	2	19-Oct-26	20-Oct-26
511	1C.1410	E/L/B - 60" SS Pecan Interceptor W/ Manholes (STA 10+00 to STA 12+19) S5	19	11-Nov-26	09-Dec-26
512	1C.1420	E/L/B - 60" SS Pecan Interceptor W/ Manholes (STA 13+50 to STA 15+75) S6	19	10-Dec-26	08-Jan-27
513	1C.1430	E/L/B - 60" SS Pecan Interceptor Water Tight Seals (STA 12+19, STA 13+50, STA 16+	3	10-Dec-26	14-Dec-26
514	1C.1440	E/L/B - 60" SS Pecan Interceptor W/ Manholes (STA 15+75 to STA 18+00) S7	19	11-Jan-27	04-Feb-27
515	1C.1450	E/L/B - 60" SS Pecan Interceptor at Junction Structure (STA 0+92 to STA 1+33)	2	05-Feb-27	08-Feb-27
516	1C.1460	E/L/B - 60" SS Pecan Interceptor Trench Water Stop (20+00)	1	05-Feb-27	05-Feb-27
517	1C.1480	E/L/B - 60" SS Pecan Interceptor W/ Manholes (STA 18+00to STA 20+25) S8	19	05-Feb-27	03-Mar-27
518	1C.1470	E/L/B - 60" SS Pecan Interceptor W/ Manholes (STA 20+25 to STA 22+78) S9	20	04-Mar-27	31-Mar-27
519	1C.1490	E/L/B - 42" SS Pecan Interceptor at Junction Structure (STA 0+07 to STA 0+32)	2	30-Mar-27	31-Mar-27
520	1C.1020	E/L/B - 72" SS Influent	10	14-Apr-27	27-Apr-27
521	1C.1030	E/L/B 60" SS Influent Tie In (TP-6)	10	11-May-27	24-May-27
522	1C.1040	Tie In Existing 12" & 21" SS (TP-10 & TP-11)	10	30-Jun-28	14-Jul-28
523	1C.1110	E/L/B - 8" SS Tie Into 8" DR to HW (TP-1) & Reroute TP	5	11-May-29	17-May-29
524	**10 - YARD PIPING - RAW SEWAGE WATER LINE (RSW)**		317	01-Apr-27	29-Jun-28
525	1C.1080	E/L/B - 42" Influent Tie In	4	01-Apr-27	06-Apr-27
526	1C.1130	E/L/B - 36" Raw Sewage from Headworks to MBR Basins	42	26-Jan-28	23-Mar-28
527	1C.1140	E/L/B - 42" Raw Sewage Water	45	24-Mar-28	25-May-28
528	A1590	E/L/B - 36" RS - HW to 30MG Pond - (After Ramp Completion)	6	22-Jun-28	29-Jun-28
529	**10 - YARD PIPING - SEWAGE WATER**		17	01-Apr-27	23-Apr-27
530	A1740	E/L/B - 10" Sanitary Sewer - (STA 0+00 to STA 4+73) S1	5	01-Apr-27	07-Apr-27
531	A1750	E/L/B - 10" Sanitary Sewer - (STA 4+73 to STA 9+42) S2	4	08-Apr-27	13-Apr-27
532	A1760	Remove/Abandon - 8" Sanitary Sewer - (Part of SS 10" Reroute)	8	14-Apr-27	23-Apr-27



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Date - 23-Oct-25

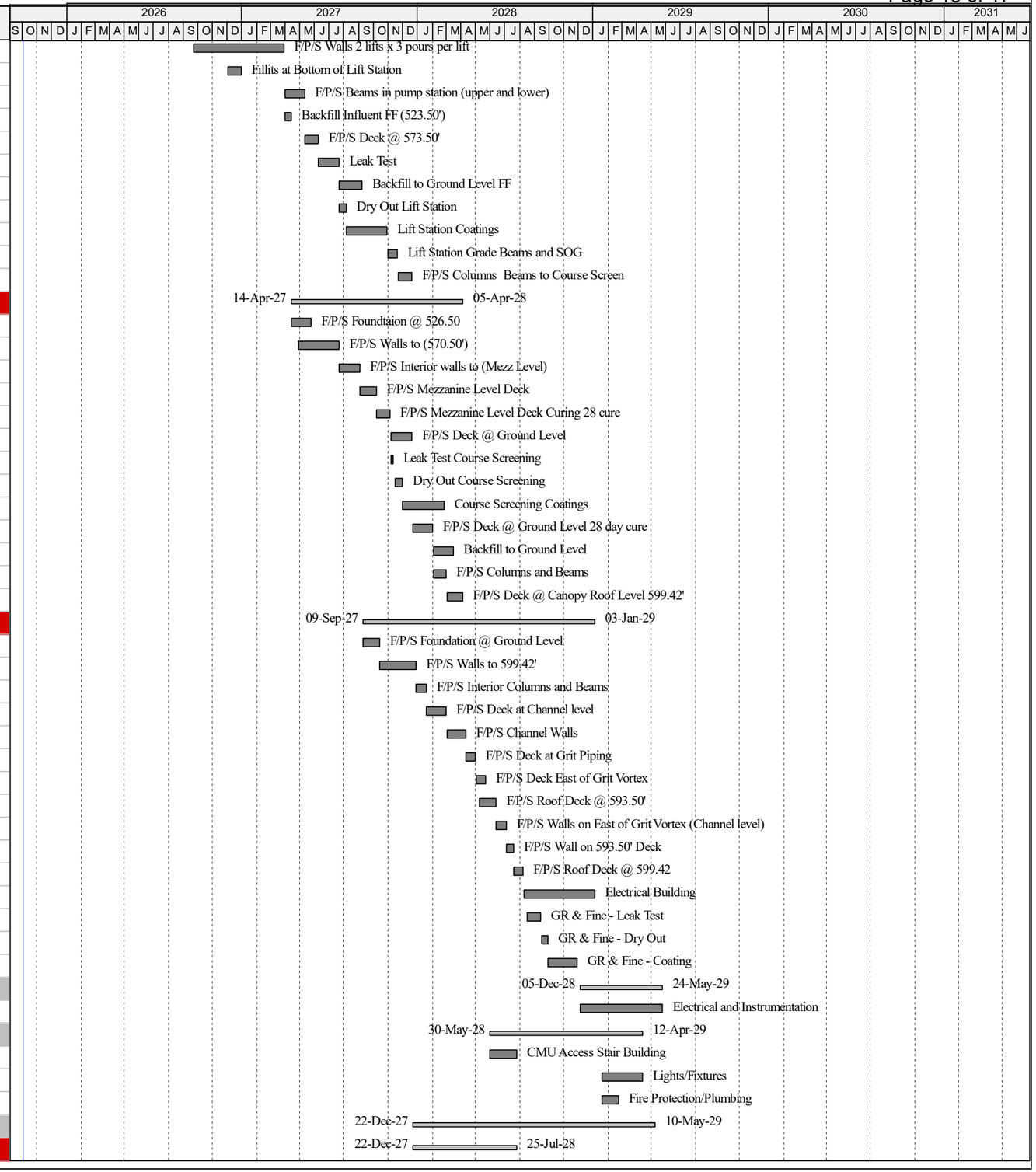
#	Activity ID	Activity Name	OD	Start	Finish
533	**10 - YARD PIPING - DR LINES**		569	15-Apr-26	13-Jul-28
534	1C.1220	E/L/B - 8" DR Reroute	20	15-Apr-26	12-May-26
535	1C.1500	UV and Parshall Flume Underslab Drain Lines	2	06-Jul-26*	07-Jul-26
536	NEW.1650	E/L/B - 24" DR Line	10	26-Feb-27	11-Mar-27
537	NEW.1640	E/L/B - 18" DR Line	16	12-Mar-27	02-Apr-27
538	NEW.1720	E/L/B - 12" DR Line	10	05-Apr-27	16-Apr-27
539	NEW.1660	E/L/B - 10" DR Line	19	19-Apr-27	13-May-27
540	1C.1100	E/L/B - 8" DR	30	14-May-27	25-Jun-27
541	NEW.1630	E/L/B - 12" South DR Line	11	28-Jun-27	13-Jul-27
542	NEW.1280	E/L/B - 12" DR Line From EQ Basin	3	14-Jul-27	16-Jul-27
543	NEW.1230	E/L/B - 12" PVC from EQ Basin - Addendum 1	3	22-Mar-28	24-Mar-28
544	NEW.1330	E/L/B - E/L/B 20" DR from Peak Storage Basin	6	22-Jun-28	29-Jun-28
545	NEW.1320	E/L/B - 18" FRP from Peak Basin - Addendum #1	9	30-Jun-28	13-Jul-28
546	**10 - YARD PIPING - POTABLE WATER (PW)**		271	26-Feb-27	22-Mar-28
547	NEW.1390	E/L/B - 6" Potable Water Line	61	26-Feb-27	21-May-27
548	1C.1190	E/L/B Fire Hydrant Line	40	24-May-27	20-Jul-27
549	NEW.1380	E/L/B - 2" Potable Water Line	14	03-Mar-28	22-Mar-28
550	**10 - YARD PIPING - NON POTABLE WATER (NPW)**		180	26-Feb-27	09-Nov-27
551	1C.1210	E/L/B - 6" NPW	52	26-Feb-27	10-May-27
552	1C.1270	E/L/B - 6" NPW Tie In (TP-9)	4	11-May-27	14-May-27
553	NEW.1620	E/L/B - 24" Non Potable Water	119	24-May-27	09-Nov-27
554	**10 - YARD PIPING - JOINT STRUCTURE**		505	01-Apr-26	29-Mar-28
555	1C.1510	Junction Structure Shoring	5	01-Apr-26	07-Apr-26
556	1C.1520	Excavate Junction Structure (Headworks)	10	08-Apr-26	21-Apr-26
557	1C.1530	Junction Structure Mud Mat (Headworks)	2	22-Apr-26	23-Apr-26
558	1C.1540	F/P/S Junction Structure (Placement 1)	20	24-Apr-26	21-May-26
559	1C.1550	F/P/S Junction Structure (Placement 2)	20	22-May-26	19-Jun-26
560	1C.1560	F/P/S Junction Structure (Placement 3)	20	22-Jun-26	20-Jul-26
561	1C.1570	F/P/S Junction Structure (Placement 4)	20	21-Jul-26	17-Aug-26
562	1C.1580	Backfill Junction Structure	10	16-Mar-28	29-Mar-28
563	**10 - YARD PIPING - PROCESS UG**		380	05-Jan-27	30-Jun-28
564	NEW.1270	E/L/B - 18" WAS Line and 18" Cake Effluent Line	22	05-Jan-27	03-Feb-27
565	NEW.1220	E/L/B - 30" Membrane Effluent (MEF)	40	26-Jan-28	21-Mar-28
566	NEW.1370	E/L/B - 2" Ferric Line	25	22-Mar-28	25-Apr-28
567	NEW.1260	E/L/B - 24" Process Air Line	3	28-Jun-28	30-Jun-28
568	15 - OVERS MANAGEMENT		276	12-Mar-26	13-Apr-27
569	2I.1000	Remove Overs - 50% West Pile North	24	12-Mar-26*	14-Apr-26
570	2I.1010	Remove Overs - East Pile	18	28-Jul-26*	20-Aug-26
571	2I.1020	Remove Overs - 50% West Pile South	24	11-Mar-27*	13-Apr-27
572	20 - HEADWORKS/LIFTSTATION/GRIT		788	15-Apr-26	24-May-29
573	1A.1290	Mass Excavate and Shoring - Headworks Shoring	12	15-Apr-26	30-Apr-26
574	1A.1000	Mass Excavate and Shoring - Headworks (Retired)	0	23-Apr-26	23-Apr-26
575	1A.1300	Mass Excavate and Shoring - Headworks Dewatering System	5	01-May-26	07-May-26
576	1A.1310	Mass Excavate and Shoring - Course Screen Area	30	08-May-26	19-Jun-26
577	1A.1320	Mass Excavate and Shoring - Lift Station	33	22-Jun-26	06-Aug-26
578	1A.1330	Mass Excavate and Shoring - Place Mud Mat	2	07-Aug-26	10-Aug-26
579	**CONCRETE**		605	11-Aug-26	03-Jan-29
580	**LIFT STATION**		345	11-Aug-26	21-Dec-27
581	1A.1010	F/P/S Foundation	30	11-Aug-26	22-Sep-26



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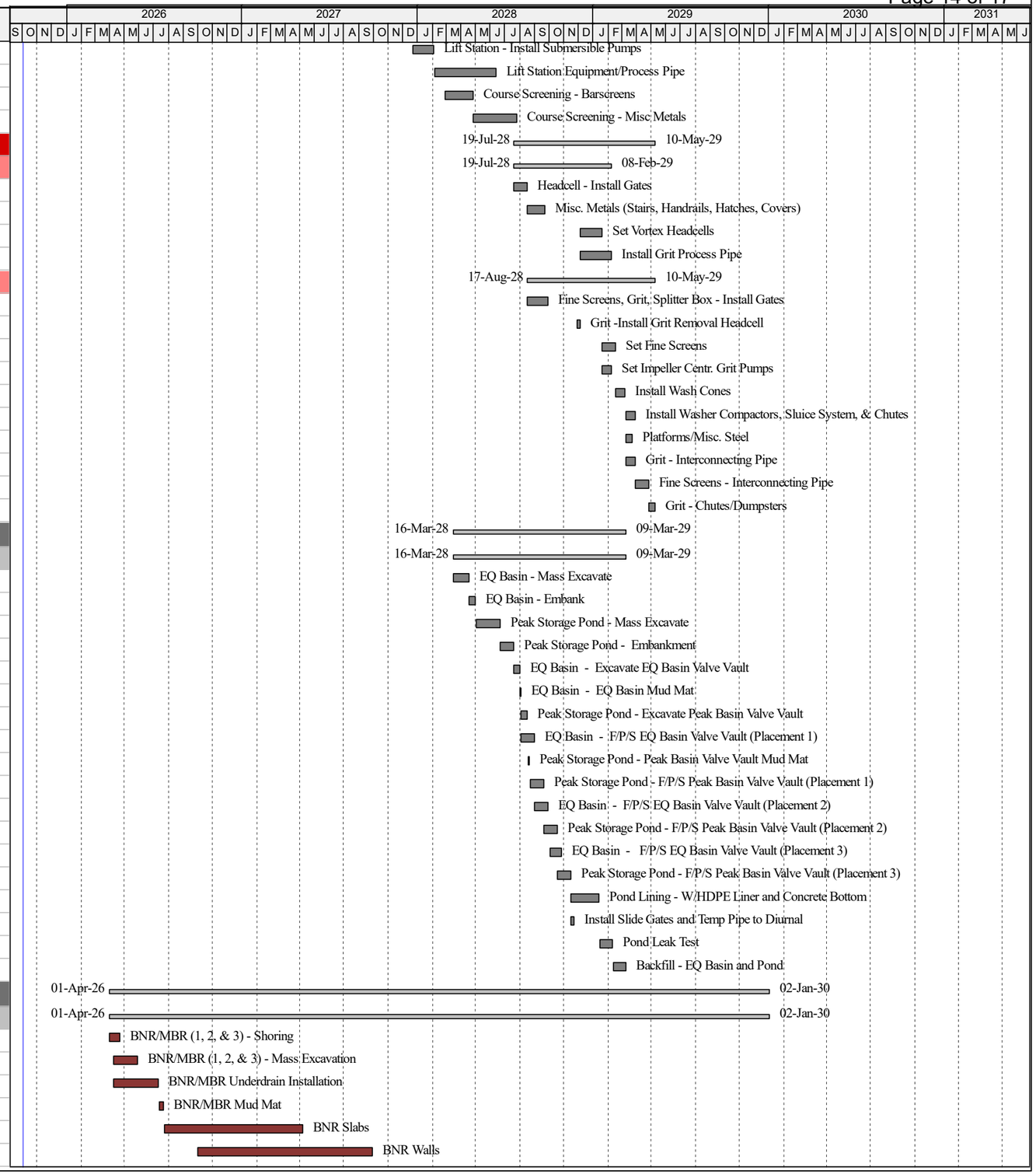
#	Activity ID	Activity Name	OD	Start	Finish
582	1A.1020	F/P/S Walls 2 lifts x 3 pours per lift	130	23-Sep-26	30-Mar-27
583	1A.1050	Fillits at Bottom of Lift Station	20	02-Dec-26	31-Dec-26
584	1A.1030	F/P/S Beams in pump station (upper and lower)	30	31-Mar-27	11-May-27
585	1A.1060	Backfill Influent FF (523.50')	10	31-Mar-27	13-Apr-27
586	1A.1040	F/P/S Deck @ 573.50'	20	12-May-27	09-Jun-27
587	A1110	Leak Test	30	10-Jun-27	22-Jul-27
588	1A.1070	Backfill to Ground Level FF	33	23-Jul-27	08-Sep-27
589	A1120	Dry Out Lift Station	10	23-Jul-27	05-Aug-27
590	A1140	Lift Station Coatings	60	06-Aug-27	29-Oct-27
591	1A.1080	Lift Station Grade Beams and SOG	15	01-Nov-27	19-Nov-27
592	1A.1090	F/P/S Columns Beams to Course Screen	20	22-Nov-27	21-Dec-27
593	**COURSE SCREENING**		248	14-Apr-27	05-Apr-28
594	1A.1100	F/P/S Foundtaion @ 526.50	30	14-Apr-27	25-May-27
595	1A.1110	F/P/S Walls to (570.50')	60	28-Apr-27	22-Jul-27
596	1A.1120	F/P/S Interior walls to (Mezz Level)	30	23-Jul-27	02-Sep-27
597	A1100	F/P/S Mezzanine Level Deck	25	03-Sep-27	08-Oct-27
598	A1090	F/P/S Mezzanine Level Deck Curing 28 cure	28	09-Oct-27	05-Nov-27
599	1A.1150	F/P/S Deck @ Ground Level	30	08-Nov-27	21-Dec-27
600	A1150	Leak Test Course Screening	5	08-Nov-27	12-Nov-27
601	A1730	Dry Out Course Screening	10	15-Nov-27	30-Nov-27
602	A1170	Course Screening Coatings	60	01-Dec-27	25-Feb-28
603	A1180	F/P/S Deck @ Ground Level 28 day cure	28	22-Dec-27	02-Feb-28
604	1A.1130	Backfill to Ground Level	30	03-Feb-28	15-Mar-28
605	1A.1160	F/P/S Columns and Beams	20	03-Feb-28	01-Mar-28
606	1A.1170	F/P/S Deck @ Canopy Roof Level 599.42'	25	02-Mar-28	05-Apr-28
607	**GRIT REMOVAL AND FINE SCREENING**		332	09-Sep-27	03-Jan-29
608	1A.1180	F/P/S Foundation @ Ground Level	25	09-Sep-27	13-Oct-27
609	1A.1190	F/P/S Walls to 599.42'	50	14-Oct-27	28-Dec-27
610	1A.1200	F/P/S Interior Columns and Beams	15	29-Dec-27	19-Jan-28
611	1A.1210	F/P/S Deck at Channel level	30	20-Jan-28	01-Mar-28
612	1A.1220	F/P/S Channel Walls	28	02-Mar-28	10-Apr-28
613	1A.1230	F/P/S Deck at Grit Piping	15	11-Apr-28	01-May-28
614	1A.1240	F/P/S Deck East of Grit Vortex	15	02-May-28	22-May-28
615	1A.1260	F/P/S Roof Deck @ 593.50'	25	08-May-28	12-Jun-28
616	1A.1250	F/P/S Walls on East of Grit Vortex (Channel level)	15	13-Jun-28	03-Jul-28
617	1A.1270	F/P/S Wall on 593.50' Deck	10	05-Jul-28	18-Jul-28
618	1A.1280	F/P/S Roof Deck @ 599.42	15	19-Jul-28	08-Aug-28
619	A1490	Electrical Building	100	09-Aug-28	03-Jan-29
620	A1210	GR & Fine - Leak Test	20	17-Aug-28	14-Sep-28
621	A1220	GR & Fine - Dry Out	10	15-Sep-28	28-Sep-28
622	A1230	GR & Fine - Coating	40	29-Sep-28	27-Nov-28
623	**ELECTRICAL, INSTRUMENTATION & CONTROLS**		120	05-Dec-28	24-May-29
624	A1550	Electrical and Instrumentation	120	05-Dec-28	24-May-29
625	**ARCHITECTURAL/BUILDING**		221	30-May-28	12-Apr-29
626	A1480	CMU Access Stair Building	40	30-May-28	25-Jul-28
627	A1510	Lights/Fixtures	60	19-Jan-29	12-Apr-29
628	A1520	Fire Protection/Plumbing	25	19-Jan-29	22-Feb-29
629	**PROCESS, EQUIP, STEEL/MISC. METALS**		351	22-Dec-27	10-May-29
630	**LIFT STATION/COURSE SCREENING**		150	22-Dec-27	25-Jul-28



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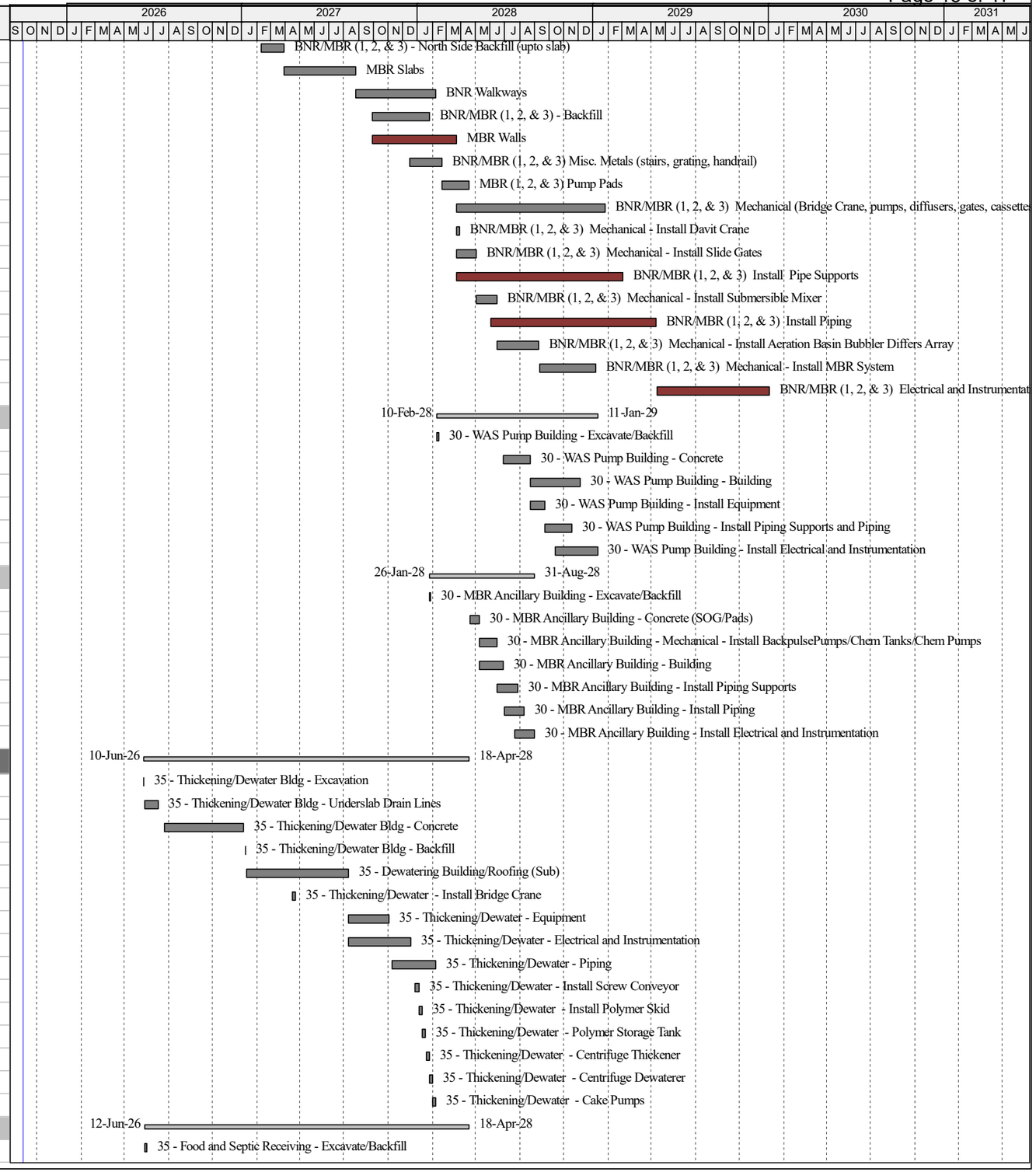
#	Activity ID	Activity Name	OD	Start	Finish
631	A1650	Lift Station - Install Submersible Pumps	30	22-Dec-27	04-Feb-28
632	A1240	Lift Station Equipment/Process Pipe	90	07-Feb-28	12-Jun-28
633	A1270	Course Screening - Barscreens	43	28-Feb-28	26-Apr-28
634	A1340	Course Screening - Misc Metals	62	27-Apr-28	25-Jul-28
635	**GRIT REMOVAL AND FINE SCREENING**		206	19-Jul-28	10-May-29
636	**HEADCELL AREA**		141	19-Jul-28	08-Feb-29
637	A1370	Headcell - Install Gates	21	19-Jul-28	16-Aug-28
638	A1380	Misc. Metals (Stairs, Handrails, Hatches, Covers)	25	17-Aug-28	21-Sep-28
639	A1350	Set Vortex Headcells	30	05-Dec-28	18-Jan-29
640	A1360	Install Grit Process Pipe	45	05-Dec-28	08-Feb-29
641	**FINE SCREEN/GRIT WASHER AREA/HW SPLITTER BOX**		185	17-Aug-28	10-May-29
642	A1410	Fine Screens, Grit, Splitter Box - Install Gates	30	17-Aug-28	28-Sep-28
643	A1620	Grit -Install Grit Removal Headcell	5	28-Nov-28	04-Dec-28
644	A1390	Set Fine Screens	20	19-Jan-29	15-Feb-29
645	A1430	Set Impeller Centr. Grit Pumps	15	19-Jan-29	08-Feb-29
646	A1440	Install Wash Cones	15	16-Feb-29	08-Mar-29
647	A1400	Install Washer Compactors, Sluice System, & Chutes	15	09-Mar-29	29-Mar-29
648	A1450	Platforms/Misc. Steel	10	09-Mar-29	22-Mar-29
649	A1460	Grit - Interconnecting Pipe	15	09-Mar-29	29-Mar-29
650	A1420	Fine Screens - Interconnecting Pipe	20	30-Mar-29	26-Apr-29
651	A1470	Grit - Chutes/Dumpsters	10	27-Apr-29	10-May-29
652	25 - EQ/PEAK STORAGE POND		249	16-Mar-28	09-Mar-29
653	**25 - STORAGE POND w/HDPE Liner**		249	16-Mar-28	09-Mar-29
654	1B.1160	EQ Basin - Mass Excavate	23	16-Mar-28	17-Apr-28
655	1B.1170	EQ Basin - Embank	10	18-Apr-28	01-May-28
656	1B.1140	Peak Storage Pond - Mass Excavate	36	02-May-28	21-Jun-28
657	1B.1180	Peak Storage Pond - Embankment	18	22-Jun-28	18-Jul-28
658	1B.1190	EQ Basin - Excavate EQ Basin Valve Vault	10	19-Jul-28	01-Aug-28
659	1B.1200	EQ Basin - EQ Basin Mud Mat	2	02-Aug-28	03-Aug-28
660	1B.1210	Peak Storage Pond - Excavate Peak Basin Valve Vault	10	04-Aug-28	17-Aug-28
661	1B.1220	EQ Basin - F/P/S EQ Basin Valve Vault (Placement 1)	20	04-Aug-28	31-Aug-28
662	1B.1250	Peak Storage Pond - Peak Basin Valve Vault Mud Mat	2	18-Aug-28	21-Aug-28
663	1B.1260	Peak Storage Pond - F/P/S Peak Basin Valve Vault (Placement 1)	20	22-Aug-28	19-Sep-28
664	1B.1230	EQ Basin - F/P/S EQ Basin Valve Vault (Placement 2)	20	01-Sep-28	29-Sep-28
665	1B.1270	Peak Storage Pond - F/P/S Peak Basin Valve Vault (Placement 2)	20	20-Sep-28	17-Oct-28
666	1B.1240	EQ Basin - F/P/S EQ Basin Valve Vault (Placement 3)	20	02-Oct-28	27-Oct-28
667	1B.1280	Peak Storage Pond - F/P/S Peak Basin Valve Vault (Placement 3)	20	18-Oct-28	14-Nov-28
668	A1710	Pond Lining - W/HDPE Liner and Concrete Bottom	38	15-Nov-28	12-Jan-29
669	A1720	Install Slide Gates and Temp Pipe to Diurnal	5	15-Nov-28	21-Nov-28
670	1B.1150	Pond Leak Test	20	15-Jan-29	09-Feb-29
671	A1700	Backfill - EQ Basin and Pond	20	12-Feb-29	09-Mar-29
672	30 - BNR/MBR		949	01-Apr-26	02-Jan-30
673	**30 - BNR/MBR-1**		949	01-Apr-26	02-Jan-30
674	NEW.1730	BNR/MBR (1, 2, & 3) - Shoring	15	01-Apr-26	21-Apr-26
675	NEW.1470	BNR/MBR (1, 2, & 3) - Mass Excavation	36	08-Apr-26	28-May-26
676	NEW.1680	BNR/MBR Underdrain Installation	64	10-Apr-26	10-Jul-26
677	NEW.1800	BNR/MBR Mud Mat	8	13-Jul-26	22-Jul-26
678	NEW.1530	BNR Slabs	200	23-Jul-26	06-May-27
679	NEW.1540	BNR Walls	250	02-Oct-26	28-Sep-27



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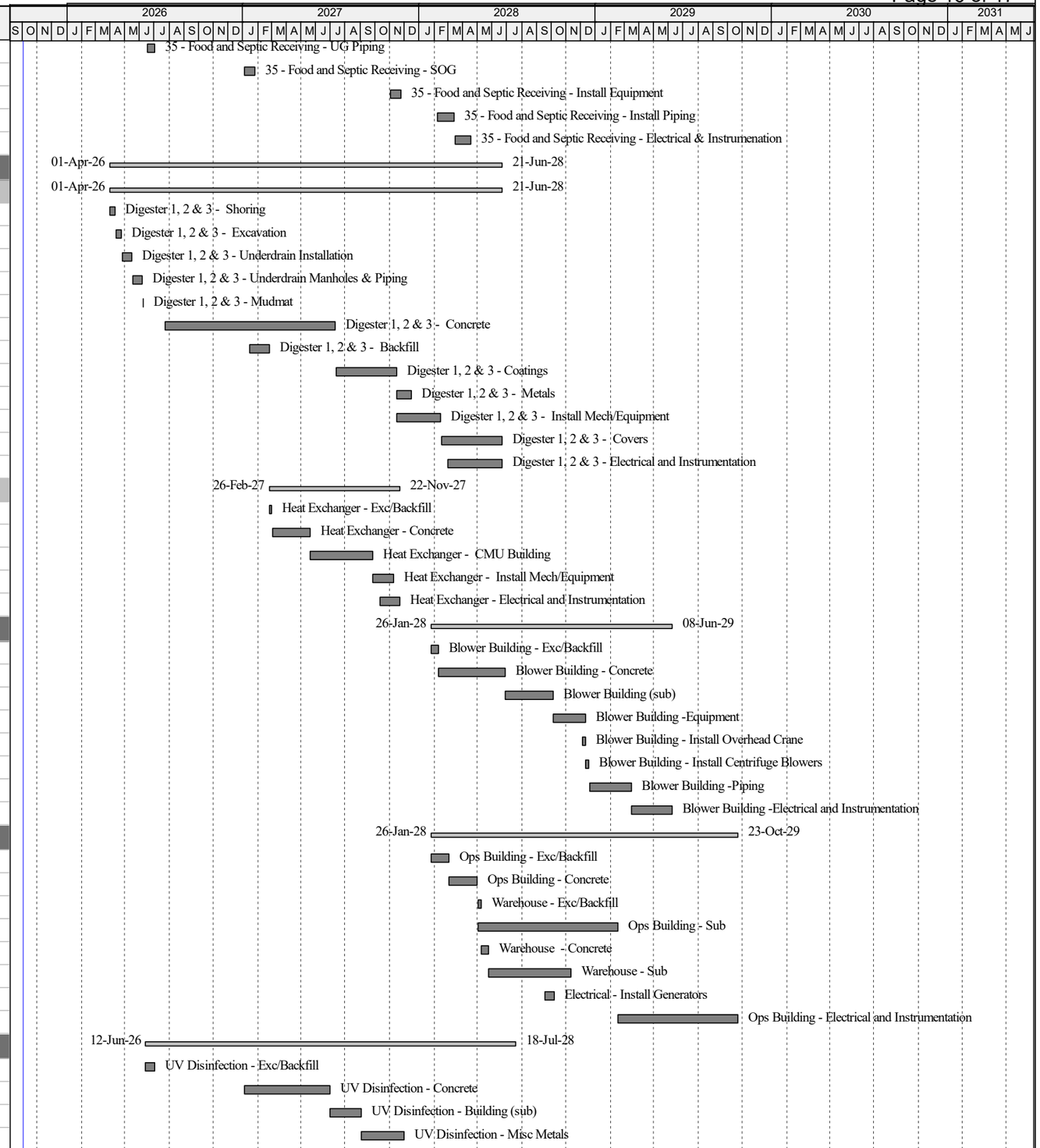
#	Activity ID	Activity Name	OD	Start	Finish
680	NEW.1710	BNR/MBR (1, 2, & 3) - North Side Backfill (upto slab)	34	10-Feb-27	29-Mar-27
681	NEW.1570	MBR Slabs	105	30-Mar-27	25-Aug-27
682	NEW.1590	BNR Walkways	112	26-Aug-27	07-Feb-28
683	NEW.1480	BNR/MBR (1, 2, & 3) - Backfill	80	29-Sep-27	25-Jan-28
684	NEW.1580	MBR Walls	120	29-Sep-27	21-Mar-28
685	2A.1290	BNR/MBR (1, 2, & 3) Misc. Metals (stairs, grating, handrail)	45	16-Dec-27	21-Feb-28
686	NEW.1600	MBR (1, 2, & 3) Pump Pads	42	21-Feb-28	18-Apr-28
687	2A.1300	BNR/MBR (1, 2, & 3) Mechanical (Bridge Crane, pumps, diffusers, gates, cassettes)	215	22-Mar-28	26-Jan-29
688	2A.1320	BNR/MBR (1, 2, & 3) Mechanical - Install Davit Crane	5	22-Mar-28	28-Mar-28
689	2A.1330	BNR/MBR (1, 2, & 3) Mechanical - Install Slide Gates	30	22-Mar-28	02-May-28
690	2A.1370	BNR/MBR (1, 2, & 3) Install Pipe Supports	240	22-Mar-28	02-Mar-29
691	2A.1340	BNR/MBR (1, 2, & 3) Mechanical - Install Submersible Mixer	30	03-May-28	14-Jun-28
692	2A.1280	BNR/MBR (1, 2, & 3) Install Piping	240	01-Jun-28	11-May-29
693	2A.1350	BNR/MBR (1, 2, & 3) Mechanical - Install Aeration Basin Bubbler Differs Array	60	15-Jun-28	08-Sep-28
694	2A.1360	BNR/MBR (1, 2, & 3) Mechanical - Install MBR System	80	11-Sep-28	05-Jan-29
695	2A.1310	BNR/MBR (1, 2, & 3) Electrical and Instrumentation	160	14-May-29	02-Jan-30
696	**30 - WAS PUMP BUILDING**		233	10-Feb-28	11-Jan-29
697	NEW1270	30 - WAS Pump Building - Excavate/Backfill	3	10-Feb-28	14-Feb-28
698	NEW1280	30 - WAS Pump Building - Concrete	40	28-Jun-28	23-Aug-28
699	NEW1290	30 - WAS Pump Building - Building	70	24-Aug-28	04-Dec-28
700	NEW1310	30 - WAS Pump Building - Install Equipment	20	24-Aug-28	21-Sep-28
701	NEW1300	30 - WAS Pump Building - Install Piping Supports and Piping	40	22-Sep-28	16-Nov-28
702	NEW1320	30 - WAS Pump Building - Install Electrical and Instrumentation	60	13-Oct-28	11-Jan-29
703	**30 - MBR ANCILLARY BUILDING**		155	26-Jan-28	31-Aug-28
704	NEW1210	30 - MBR Ancillary Building - Excavate/Backfill	2	26-Jan-28	27-Jan-28
705	NEW1220	30 - MBR Ancillary Building - Concrete (SOG/Pads)	15	19-Apr-28	09-May-28
706	NEW1230	30 - MBR Ancillary Building - Mechanical - Install BackpulsePumps/Chem Tanks/Cher	25	10-May-28	14-Jun-28
707	NEW1240	30 - MBR Ancillary Building - Building	35	10-May-28	28-Jun-28
708	NEW1250	30 - MBR Ancillary Building - Install Piping Supports	30	15-Jun-28	27-Jul-28
709	NEW1260	30 - MBR Ancillary Building - Install Piping	30	29-Jun-28	10-Aug-28
710	NEW1330	30 - MBR Ancillary Building - Install Electrical and Instrumentation	30	21-Jul-28	31-Aug-28
711	35 - THICKENING DEWATERING		470	10-Jun-26	18-Apr-28
712	NEW.1050	35 - Thickening/Dewater Bldg - Excavation	2	10-Jun-26	11-Jun-26
713	NEW.1740	35 - Thickening/Dewater Bldg - Underslab Drain Lines	20	12-Jun-26	10-Jul-26
714	NEW.1140	35 - Thickening/Dewater Bldg - Concrete	112	23-Jul-26	04-Jan-27
715	NEW.1100	35 - Thickening/Dewater Bldg - Backfill	1	08-Jan-27	08-Jan-27
716	2B.1000	35 - Dewatering Building/Roofing (Sub)	150	11-Jan-27	10-Aug-27
717	2B.1070	35 - Thickening/Dewater - Install Bridge Crane	5	16-Apr-27	22-Apr-27
718	2B.1040	35 - Thickening/Dewater - Equipment	60	11-Aug-27	03-Nov-27
719	2B.1050	35 - Thickening/Dewater - Electrical and Instrumentation	90	11-Aug-27	17-Dec-27
720	2B.1030	35 - Thickening/Dewater - Piping	60	10-Nov-27	08-Feb-28
721	2B.1060	35 - Thickening/Dewater - Install Screw Conveyor	5	28-Dec-27	04-Jan-28
722	2B.1080	35 - Thickening/Dewater - Install Polymer Skid	5	05-Jan-28	11-Jan-28
723	2B.1090	35 - Thickening/Dewater - Polymer Storage Tank	5	12-Jan-28	18-Jan-28
724	2B.1100	35 - Thickening/Dewater - Centrifuge Thickener	5	19-Jan-28	25-Jan-28
725	2B.1110	35 - Thickening/Dewater - Centrifuge Dewaterer	5	26-Jan-28	01-Feb-28
726	2B.1120	35 - Thickening/Dewater - Cake Pumps	5	02-Feb-28	08-Feb-28
727	**35 - FOOD AND SEPCTIC RECEIVING**		468	12-Jun-26	18-Apr-28
728	NEW1340	35 - Food and Septic Receiving - Excavate/Backfill	4	12-Jun-26	17-Jun-26



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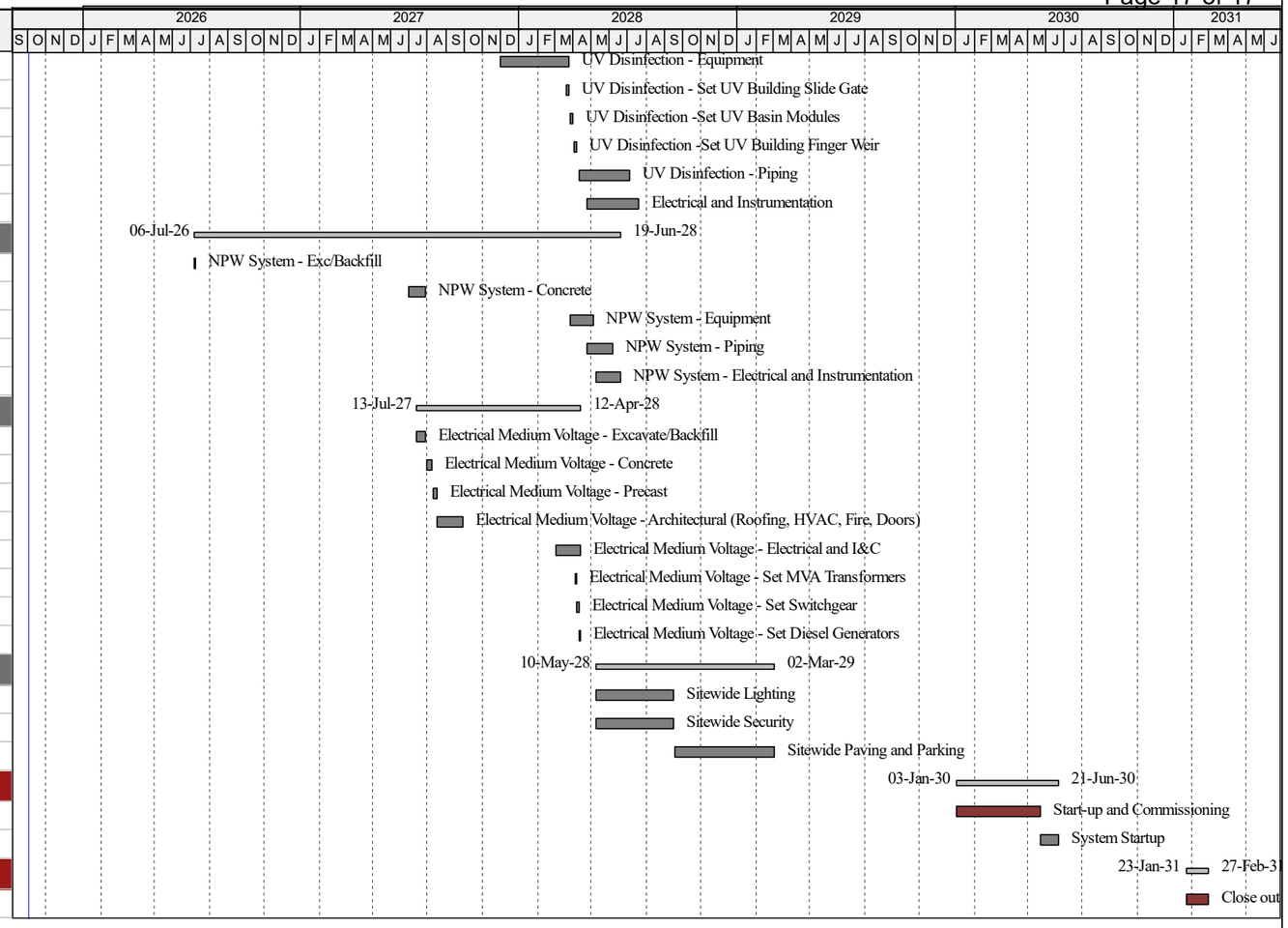
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729	NEW1390	35 - Food and Septic Receiving - UG Piping	10	18-Jun-26	01-Jul-26
730	NEW1350	35 - Food and Septic Receiving - SOG	15	05-Jan-27	25-Jan-27
731	NEW1360	35 - Food and Septic Receiving - Install Equipment	15	04-Nov-27	24-Nov-27
732	NEW1370	35 - Food and Septic Receiving - Install Piping	25	09-Feb-28	14-Mar-28
733	NEW1380	35 - Food and Septic Receiving - Electrical & Instrumenation	25	15-Mar-28	18-Apr-28
734	40 - DIGESTERS/HEAT EXCHANGER BLDG		564	01-Apr-26	21-Jun-28
735	**40 - ANAEROBIC DIGESTERS**		564	01-Apr-26	21-Jun-28
736	NEW.1750	Digester 1, 2 & 3 - Shoring	8	01-Apr-26	10-Apr-26
737	NEW.1010	Digester 1, 2 & 3 - Excavation	10	13-Apr-26	24-Apr-26
738	NEW.1700	Digester 1, 2 & 3 - Underdrain Installation	15	27-Apr-26	15-May-26
739	NEW.1760	Digester 1, 2 & 3 - Underdrain Manholes & Piping	14	18-May-26	05-Jun-26
740	NEW.1770	Digester 1, 2 & 3 - Mudmat	2	08-Jun-26	09-Jun-26
741	NEW.1690	Digester 1, 2 & 3 - Concrete	245	23-Jul-26	12-Jul-27
742	NEW.1110	Digester 1, 2 & 3 - Backfill	30	15-Jan-27	25-Feb-27
743	2C.1050	Digester 1, 2 & 3 - Coatings	90	13-Jul-27	16-Nov-27
744	2C.1040	Digester 1, 2 & 3 - Metals	20	17-Nov-27	16-Dec-27
745	2C.1090	Digester 1, 2 & 3 - Install Mech/Equipment	60	17-Nov-27	15-Feb-28
746	2C.1060	Digester 1, 2 & 3 - Covers	90	16-Feb-28	21-Jun-28
747	2C.1100	Digester 1, 2 & 3 - Electrical and Instrumentation	80	01-Mar-28	21-Jun-28
748	**40 - HEAT EXCHANGER BLDG**		189	26-Feb-27	22-Nov-27
749	NEW.1070	Heat Exchanger - Exc/Backfill	3	26-Feb-27	02-Mar-27
750	NEW.1150	Heat Exchanger - Concrete	56	03-Mar-27	19-May-27
751	2C.1080	Heat Exchanger - CMU Building	90	20-May-27	27-Sep-27
752	2C.1110	Heat Exchanger - Install Mech/Equipment	30	28-Sep-27	08-Nov-27
753	2C.1070	Heat Exchanger - Electrical and Instrumentation	30	12-Oct-27	22-Nov-27
754	45 - BLOWER BLDG		349	26-Jan-28	08-Jun-29
755	NEW.1060	Blower Building - Exc/Backfill	11	26-Jan-28	09-Feb-28
756	NEW.1160	Blower Building - Concrete	98	10-Feb-28	27-Jun-28
757	2D.1030	Blower Building (sub)	70	28-Jun-28	05-Oct-28
758	2D.1000	Blower Building -Equipment	45	06-Oct-28	11-Dec-28
759	2D.1060	Blower Building - Install Overhead Crane	5	05-Dec-28	11-Dec-28
760	2D.1070	Blower Building - Install Centrifuge Blowers	5	12-Dec-28	18-Dec-28
761	2D.1040	Blower Building -Piping	60	19-Dec-28	15-Mar-29
762	2D.1050	Blower Building -Electrical and Instrumentation	60	16-Mar-29	08-Jun-29
763	50 - CONTROL OPERATIONS BLDG		444	26-Jan-28	23-Oct-29
764	NEW.1090	Ops Building - Exc/Backfill	27	26-Jan-28	02-Mar-28
765	NEW.1170	Ops Building - Concrete	42	03-Mar-28	01-May-28
766	NEW.1030	Warehouse - Exc/Backfill	6	02-May-28	09-May-28
767	NEW.1410	Ops Building - Sub	200	02-May-28	15-Feb-29
768	NEW.1210	Warehouse - Concrete	10	10-May-28	23-May-28
769	NEW.1420	Warehouse - Sub	120	24-May-28	10-Nov-28
770	NEW.1670	Electrical - Install Generators	15	18-Sep-28	06-Oct-28
771	NEW.1560	Ops Building - Electrical and Instrumentation	175	16-Feb-29	23-Oct-29
772	55 - UV DISINFECTION		531	12-Jun-26	18-Jul-28
773	NEW.1020	UV Disinfection - Exc/Backfill	15	12-Jun-26	02-Jul-26
774	NEW.1180	UV Disinfection - Concrete	126	05-Jan-27	30-Jun-27
775	2F.1030	UV Disinfection - Building (sub)	45	01-Jul-27	02-Sep-27
776	NEW.1430	UV Disinfection - Misc Metals	60	03-Sep-27	30-Nov-27



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Date - 23-Oct-25

#	Activity ID	Activity Name	OD	Start	Finish
777	2F.1050	UV Disinfection - Equipment	80	01-Dec-27	24-Mar-28
778	2F.1070	UV Disinfection - Set UV Building Slide Gate	5	20-Mar-28	24-Mar-28
779	2F.1080	UV Disinfection -Set UV Basin Modules	5	27-Mar-28	31-Mar-28
780	2F.1090	UV Disinfection -Set UV Building Finger Weir	5	03-Apr-28	07-Apr-28
781	2F.1040	UV Disinfection - Piping	60	10-Apr-28	03-Jul-28
782	2F.1060	Electrical and Instrumentation	60	24-Apr-28	18-Jul-28
783	NPW SYSTEM		496	06-Jul-26	19-Jun-28
784	NEW.1780	NPW System - Exc/Backfill	3	06-Jul-26	08-Jul-26
785	NEW.1790	NPW System - Concrete	20	01-Jul-27	29-Jul-27
786	2F.1110	NPW System - Equipment	30	27-Mar-28	05-May-28
787	2F.1120	NPW System - Piping	30	24-Apr-28	05-Jun-28
788	2F.1130	NPW System - Electrical and Instrumentation	30	08-May-28	19-Jun-28
789	60 - ELECTRICAL MEDIUM VOLTAGE/BACKUP POWER		191	13-Jul-27	12-Apr-28
790	NEW1070	Electrical Medium Voltage - Excavate/Backfill	13	13-Jul-27	29-Jul-27
791	NEW1080	Electrical Medium Voltage - Concrete	7	30-Jul-27	09-Aug-27
792	NEW1090	Electrical Medium Voltage - Precast	5	10-Aug-27	16-Aug-27
793	NEW1130	Electrical Medium Voltage - Architectural (Roofing, HVAC, Fire, Doors)	30	17-Aug-27	28-Sep-27
794	NEW1140	Electrical Medium Voltage - Electrical and I&C	30	02-Mar-28	12-Apr-28
795	NEW1100	Electrical Medium Voltage - Set MVA Transformers	2	05-Apr-28	06-Apr-28
796	NEW1110	Electrical Medium Voltage - Set Switchgear	2	07-Apr-28	10-Apr-28
797	NEW1120	Electrical Medium Voltage - Set Diesel Generators	2	11-Apr-28	12-Apr-28
798	SITE IMPROVEMENT		205	10-May-28	02-Mar-29
799	NEW.1450	Sitewide Lighting	90	10-May-28	15-Sep-28
800	NEW.1460	Sitewide Security	90	10-May-28	15-Sep-28
801	NEW.1440	Sitewide Paving and Parking	115	18-Sep-28	02-Mar-29
802	START UP / COMMISSIONING		121	03-Jan-30	21-Jun-30
803	START.1010	Start-up and Commissioning	100	03-Jan-30	22-May-30
804	START.1020	System Startup	30	23-May-30	21-Jun-30
805	PUNCH LIST		26	23-Jan-31	27-Feb-31
806	FINAL.1000	Close out	26	23-Jan-31	27-Feb-31



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EXHIBIT C – TECHNICAL SPECIFICATIONS

Technical Specifications as specified in EXHIBIT B – APPROVED GMP PROPOSAL are set forth herein in full OR made part of this Agreement by reference OR made part of this Agreement as a separate attachment.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

EXHIBIT D – CONSTRUCTION DRAWINGS

Construction Drawings as specified in EXHIBIT B – APPROVED GMP PROPOSAL are made part of this Agreement by reference and on file with the:

- Design Professional
- City of Denton Project Manager
- CM@Risk Contractor

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EXHIBIT E – GENERAL CONDITIONS (VERTICAL PROJECTS VERSION)

Exhibit E – General Conditions
for the following PROJECT:
CONSTRUCTION MANAGER AT RISK FOR PCWRP HEADWORKS AND EXPANSION PROJECT

THE CITY:

City of Denton
215 East McKinney Street
Denton, Texas 76201

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

TABLE OF CONTENTS

1 GENERAL PROVISIONS
2 CITY
3 CONTRACTOR
4 DESIGN PROFESSIONAL
5 SUBCONTRACTORS
6 CONSTRUCTION BY CITY OR BY SEPARATE CONTRACTORS
7 CHANGES IN THE WORK
8 TIME
9 PAYMENTS AND COMPLETION
10 PROTECTION OF PERSONS AND PROPERTY
11 OMITTED.
12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS
14 OMITTED.
15 CLAIMS AND DISPUTES

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Article 1. GENERAL PROVISIONS

Section 1.1 Basic Definitions

a. The Contract Documents

The Contract Documents are enumerated in the Agreement between the City and CM@Risk (hereinafter the Agreement or Contract) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Proposal Documents, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Design Professional.

b. The Contract

The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the CM@Risk and the Design Professional or the Design Professional's consultants, (2) between the City and a Subcontractor or a Sub-subcontractor, (3) between the City and the Design Professional or the Design Professional's consultants, or (4) between any persons or entities other than the City and the CM@Risk. The Design Professional shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Design Professional's duties. This Agreement was the result of negotiations between the City and CM@Risk, and has been reviewed by the City, CM@Risk and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of both parties and no ambiguity shall be construed in favor of or against either party. The terms "Agreement" and "Contract" shall be used interchangeably to have the same meaning as defined in this Section 1.1.b.

c. The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

d. Design Documents

Design Documents are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design Professional and the Design Professional's consultants under their respective professional services agreements. Design Documents may include, without limitation, studies, surveys, models, sketches, drawings, specifications, the Project Manual and other similar materials.

e. Construction Management Plan

The Construction Management Plan is prepared by the CM@Risk for its use in managing the Work and is not a Contract Document. The Construction Management Plan must include, at a minimum and without limitation, the following separate deliverables, which are subject to review and approval by the Design Professional and City:

i. Safety and Logistics Plan;

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ii. CM@Risk's Construction Schedule;
iii. Cost Management Plan, Control Estimate and Schedule of Values;
iv. Quality Management, Commissioning and Turnover Plan; and
v. Information Management System.

f. As-Built Documents

The As-Built Documents are the Drawings, Specifications, and addenda thereto that may be updated by the CM@Risk to accurately reflect the actual Work in place, including without limitation, the incorporation of Change Orders, responses to the CM@Risk's requests for information, Design Professional's supplemental instructions, field modifications, and other similar changes made to the Work during construction. The As-Built documents shall conform to the format and compatibility requirements of the Contract Documents including Section 2.10 of the Contract.

g. Work Breakdown Structure

The Project's Work Breakdown Structure ("WBS") is a deliverable-oriented, hierarchical organization of the Project components to be executed by the City, and its accompanying numbering system. The WBS will be mutually agreed upon by the City and Design Professional and used by the CM@Risk.

h. Equal to (or Approved Equal)

Products by manufacturers and information about those products other than those products specified in the Contract Documents which the CM@Risk may submit for substitution as equal to those products specified in the Contract Documents; which may be incorporated in the Work after using the process specified in the Contract Documents for review and acceptance by the Design Professional and acceptance of same by the City.

i. Underground Facilities

All underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

j. Force Majeure

An act of God, fire, tornado, hurricane, flood, earthquake, explosion, war on American soil, civil disturbance, labor strikes, and similar unavoidable circumstances beyond CM@Risk's control, not caused by the negligent act or omission of CM@Risk or breach of this Agreement, its Subcontractors, or anyone else for whom CM@Risk is responsible, and not caused by CM@Risk's breach of a project labor or a "no strike" agreement.

k. Knowledge

The terms "knowledge," "recognize" and "discover," their respective derivatives and similar terms in the Contract Documents, as used in reference to the CM@Risk, shall be interpreted to mean that which the CM@Risk knows or should know, recognizes or should recognize and discovers or should discover in exercising the care, skill, and diligence of a diligent and prudent contractor familiar with the Work. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a

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diligent and prudent contractor familiar with the Work and in accordance with the highest standards in the construction profession.

l. Proposal
The offer or proposal of an Offeror submitted on the prescribed form setting forth the prices for the Work to be performed.

m. Offeror
The individual or entity that submits a Proposal directly to City.

n. Proposal Documents
The Proposal Requirements and the proposed Contract Documents including all addenda.

o. Proposal Requirements
The Advertisement or Request for Proposal, Invitation to Offerors, Instructions to Offerors, Offeror's Bond or other Proposal security, the Proposal Form, and the Proposal with any attachments.

p. Notice of Award
A written notice given by City to the Successful Offeror stating that upon timely compliance by the Successful Offeror with the conditions precedent listed in such notice, City will sign and deliver the Agreement.

q. Calendar Day
A day consisting of 24 hours measures from midnight to the next midnight. A "day" or "Day" unless otherwise defined shall mean a Calendar Day.

r. Business Day
A day that the City conducts normal business, generally Monday through Friday, except for federal or state holidays observed by the City.

s. Notice to Proceed
A written instrument from the City to the CM@Risk requiring the CM@Risk to proceed with performance of activities, including, but not limited to development of submittals, ordering of materials, and any other services (the "Preconstruction Services") required to prepare for and expedite the construction of the Work as required by the Contract Documents; and complete the Work (the "Construction Services").

t. Any terms not defined herein shall have the meaning as set forth in the Agreement.

Section 1.2 Correlation and Intent of the Contract Documents

a. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the CM@Risk. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the CM@Risk shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Where a conflict occurs between or within standards, specifications, and drawings, the more stringent or higher quality requirements shall apply. The precedence and coordination of the Contract Documents are as follows:

.1 Any addenda and modifications to the Drawings and Specifications take precedence over any earlier Contract Documents.

.2 Should there be a conflict within the Specifications, or within the Drawings, or between the Drawings and Specification, the Design Professional

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shall decide which stipulation will provide the best installation and its decision shall be final.

.3 The Drawing and Specifications are intended to coordinate with each other. Anything shown on the Drawings but not mentioned in the Specification or vice-versa, or anything not expressly set forth in either, but which is reasonably implied, shall be furnished as though specifically shown and mentioned in both without any extra charge.

.4 The Drawings, for purposes of clearness and legibility, are essentially diagrammatic, and although the sizes and locations of equipment are shown to scale wherever possible, the CM@Risk, Subcontractors, and Sub-subcontractors are required to familiarize themselves with all the Work required by the Contract Documents. Each CM@Risk, Subcontractor, and Sub-subcontractor shall properly coordinate its work with that of the City and all Separate Contractors. It is not within the scope of the Drawings to show all necessary offsets, obstructions or structural conditions. It shall be the responsibility of each CM@Risk to plan, coordinate, and install its work in such a manner so as to conform to the structure. Any conflict within the Drawings shall be referred to the Design Professional for disposition prior to the installation of any affected work.

.5 Figured dimensions contained in the Contract Documents shall be accurately followed, even though they differ from scaled measurements. No work shown on the plans, the dimensions of which are not figured, shall be executed until instructions have been obtained from the Design Professional as to the dimensions to be used. Larger scale Drawings shall have preference over smaller scale drawings, but discrepancies shall be referred to the Design Professional for interpretation.

.6 Underground Facilities

Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site is based on information and data furnished to City or Design Professional by the owners of such Underground Facilities, including City, or by others, unless it is otherwise expressly provided in the Contract Documents:

City and Design Professional shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

the cost of all of the following are included in the Contract Price, and CM@Risk shall have full responsibility for:

reviewing and checking all information and data;

verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

coordination and adjustment of the Work with the owners (including City) of such Underground Facilities, during construction; and

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the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

Not Shown or Indicated: If an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings or otherwise indicated in the Contract Documents, or was not shown or indicated on the Drawings or in the Contract Documents with reasonable accuracy, then CM@Risk shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith, identify the owner of such Underground Facility and give notice to that owner and to City. CM@Risk shall be responsible for the safety and protection of such discovered Underground Facility.

If City concludes that a change in the Contract Documents is required, a Change Order may be issued to reflect and document such consequences, subject to the provisions of Article 7.

Verification of existing utilities, structures, and service lines shall include notification of all utility companies a minimum of 48 hours in advance of construction including exploratory excavation if necessary.

.7 Reliance by CM@Risk on Technical Data:

CM@Risk is provided certain technical data with respect to such reports and drawings for its use, but the City does not warrant or guarantee the accuracy of the information, and such information including reports and drawings are not Contract Documents. CM@Risk may not make any Contract Claim against City, or any of its officers, elected or appointed officials, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

the completeness or accuracy of such reports and drawings for CM@Risk's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CM@Risk, and safety precautions and programs incident thereto; or

other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

the contents of other Site-related documents made available to CM@Risk, such as record drawings from other projects at or adjacent to the Site, or City's archival documents concerning the Site; or

any CM@Risk interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

i. The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

b. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the CM@Risk in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
c. Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

Section 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents that are a part of this Contract.

Section 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

Section 1.5 Ownership and Use of Design Documents

a. Submittal or distribution of the Design Documents or any portion thereof to meet official laws, statutes, ordinances and regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the City's reserved rights.
b. The CM@Risk, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Design Documents provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Design Documents. The CM@Risk, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Design Documents on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the City.

Section 1.6 Notice

a. Except as otherwise provided in Section 1.6.b, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement. In the event notice is provided by mail, it shall be sent certified return receipt requested.
b. Notice of Claims as provided in Section 15.1.c shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

Section 1.7 Digital Data Use and Transmission

a. The parties shall agree upon protocols governing the transmission and use of Design Documents or any other information or documentation in digital form. The parties will establish the protocols for the development, use, transmission, and exchange of digital data in writing, as mutually agreed.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

b. The CM@Risk, at any time upon the request of the City, shall immediately return and surrender to the City, without limitation, all electronic and hard copies of any Project-related materials, records, notices, memoranda, recordings, drawings, specifications, mock-ups and any other documents furnished by the City or the Design Professional to the CM@Risk.

Section 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without written agreement to protocols governing the use of, and reliance on, the information contained in the model, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

Section 1.9 The representations and warranties contained in the Contract Documents shall survive the complete performance of the Work or earlier termination of this Agreement.

Article 2. CITY

Section 2.1 General

a. The City is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The City shall designate in writing a representative who shall have express authority to bind the City with respect to all matters requiring the City's approval or authorization. Except as otherwise provided in Section 4.2.a, the Design Professional does not have such authority. The term "City" means the City or the City's authorized representative.

b. The City shall furnish the following information to a person, including the Design Professional or CM@Risk, who makes a request for information under Texas Government Code Chapter 2253, related to a payment, maintenance, or performance bond: (1) a certified copy of the relevant bond and any attachment to the bond; (2) the public work contract for which the bond was given; and (3) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, for obtaining information concerning licensed insurance companies.

c. The City may obtain independent review(s) of the Design Professional's Design Documents, or of any document or other materials submitted by the CM@Risk, by a separate architect, engineer, contractor, cost estimator or any other consultant they deem necessary and put under contract to or cause to be employed by the City. Such independent review shall be undertaken at the City's expense in a timely manner and shall not delay the orderly progress of the Work. The Design Professional and CM@Risk shall cooperate with such City's other consultants fully and respond to their reviews and comments in writing in a timely and comprehensive manner. This provision shall not be interpreted to require the City to obtain an independent review or imply that the City is in any way assuming responsibility for the work of the Design Professional and CM@Risk.

Section 2.2 Omitted.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Section 2.3 Information and Services Required of the City

a. Omitted.
b. The City shall retain a Design Professional lawfully licensed to practice architecture or engineering as applicable, or an entity lawfully practicing architecture or engineering, as applicable, in the jurisdiction where the Project is located. That person or entity is identified as the Design Professional in the Agreement and is referred to throughout the Contract Documents as if singular in number.
c. If the employment of the Design Professional terminates, the City shall employ a successor whose status under the Contract Documents shall be that of the Design Professional.
d. The City shall furnish surveys describing physical characteristics, legal limitations and utility locations for the Site of the Project, and a legal description of the Site. The CM@Risk shall be entitled to rely on the accuracy of information furnished by the City but shall exercise proper precautions relating to the safe performance of the Work.
e. The City shall furnish information or services required of the City by the Contract Documents with reasonable promptness. The City shall also furnish any other information or services under the City's control and relevant to the CM@Risk's performance of the Work with reasonable promptness after receiving the CM@Risk's written request for such information or services.
f. Unless otherwise provided in the Contract Documents, the City shall furnish to the CM@Risk one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.b.
g. The foregoing are, without limitation and in addition to, the other duties and responsibilities of the City specified in Article 6 and Article 9.

Section 2.4 City's Right to Stop the Work

If the CM@Risk fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, the City may issue a written order to the CM@Risk to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the City to stop the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the CM@Risk or any other person or entity, except to the extent required by Section 6.1.c nor shall the exercise of the City's right hereunder give rise to any claim by CM@Risk for additions to the Contract Price or Contract Time.

Section 2.5 Omitted.

Section 2.6 Extent of City Rights

a. The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the City granted in the Contract Documents; at law; or in equity.
b. In no event shall the City or Design Professional have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work. Notwithstanding anything else herein, and without limitation, any review(s), independent or otherwise, or approval(s) by the City or Design Professional of the Design Documents, the Contract Documents, the CM@Risk's

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Construction Management Plan(s), the CM@Risk's Construction Schedule, shop drawings, submittals, meeting minutes or other CM@Risk's services, deliverables or activities; nor the exercising of any of the rights and authority granted the City or Design Professional in the Contract Documents shall in any way reduce, diminish, or otherwise affect the CM@Risk's responsibilities, duties and accountability to the City for, without limitation, the construction means, methods, techniques, sequences, procedures or for safety precautions, and the provision of the Work per the requirements of the Contract Documents.

c. The City reserves the right to have the CM@Risk and/or Subcontractors remove person(s) and/or personnel from any and all work on the Project for cause but without cost to the City. Such requests from the City will be made in writing and may be done directly or indirectly through the Design Professional or on-site representative. "Cause" may include, but is not limited to, any of the following: incompetence, poor workmanship, poor scheduling abilities, poor coordination, disruptive to the project, the facility or others, poor management, cause delay or delays, will not strictly adhere to facility procedures and project requirements either willfully or unknowingly, insubordination, drug/alcohol use, possession of contraband, belligerent acts or actions, etc. The CM@Risk shall provide replacement person(s) and/or personnel acceptable to the City at no cost to the City.

Article 3. CONTRACTOR

Section 3.1 General

a. The CM@Risk is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The CM@Risk shall be lawfully licensed, if required in the jurisdiction where the Project is located, Denton County, Texas. The CM@Risk shall designate in writing a representative who shall have express authority to bind the CM@Risk with respect to all matters under this Contract. The term "CM@Risk" means the CM@Risk or the CM@Risk's authorized representative.
b. The CM@Risk shall perform the Work in accordance with the Contract Documents.
c. The CM@Risk shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Design Professional in the Design Professional's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the CM@Risk.

Section 3.2 Review of Contract Documents and Field Conditions by CM@Risk

a. Execution of the Contract by the CM@Risk is a representation that the CM@Risk has visited the Site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Agreement, the CM@Risk and each Subcontractor have evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project Site and surrounding areas and generally prevailing climatic conditions; (ii) anticipated labor supply and costs; (iii) availability and cost of materials, tools, and equipment; and (iv) other similar issues. The City and Design Professional assume no responsibility or liability for the physical condition

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

or safety of the Project Site, or any improvements located on the Project Site. Except as set forth in Section 10.3, the CM@Risk shall be solely responsible for providing a safe place for the performance of the Work. The City and Design Professional shall not be required to make any adjustment in either the Contract Price or the Contract Time in connection with any failure by the CM@Risk or any Subcontractor to have complied with the requirements of this Section 3.2.a.

b. Because the Contract Documents are complementary, the CM@Risk shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the City pursuant to Section 2.3.d, shall take field measurements of and verify any existing conditions related to that portion of the Work, and shall observe and verify the impact of any conditions at the Site affecting it. These obligations are for the purpose of facilitating coordination and construction by the CM@Risk and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the CM@Risk shall promptly report to the Design Professional any errors, inconsistencies or omissions discovered by or made known to the CM@Risk as a request for information in such form as the Design Professional may require. If the CM@Risk performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Design Professional, the CM@Risk shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction per Section 12.2. It is recognized that the CM@Risk's review is made in the CM@Risk's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

c. The CM@Risk is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the CM@Risk shall promptly report to the Design Professional any nonconformity discovered by or made known to the CM@Risk as a request for information in such form as the Design Professional may require.

d. If the CM@Risk believes that additional cost or time is involved because of clarifications or instructions the Design Professional issues in response to the CM@Risk's notices or requests for information pursuant to Sections 3.2.b or 3.2.c, the CM@Risk shall submit Claims as provided in Article 15. If the CM@Risk fails to perform the obligations of Sections 3.2.b or 3.2.c, the CM@Risk shall pay such costs and damages to the City, subject to Section 15.1.g, as would have been avoided if the CM@Risk had performed such obligations. If the CM@Risk performs those obligations, the CM@Risk shall not be liable to the City or Design Professional for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless such error, inconsistency or omission could be ascertained from a careful study of the Contract Documents in its capacity as a contractor and not as a design professional.

Section 3.3 Supervision and Construction Procedures

a. The CM@Risk shall supervise and direct the Work, using the CM@Risk's best skill and attention. The CM@Risk shall be solely responsible for, and have control over, construction

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work in accordance with the Contract Documents.

b. The CM@Risk shall be responsible to the City for acts and omissions of the CM@Risk's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the CM@Risk or any of its Subcontractors.
c. The CM@Risk shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.
d. The CM@Risk shall carefully check its own work and that of Subcontractors as the Work is being performed.
e. During the finishing stages of the project, the CM@Risk shall make frequent inspections of the Work, with the applicable Subcontractor(s) involved, if any, with seven (7) days advance notice to the Design Professional, and the CM@Risk shall identify incorrect and faulty Work.
f. The CM@Risk shall ensure that incorrect or faulty Work is corrected immediately.
g. The CM@Risk shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Design Professional in their administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the CM@Risk.

Section 3.4 Labor and Materials

a. Unless otherwise provided in the Contract Documents, the CM@Risk 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 CM@Risk is encouraged to consider products and systems that improve the Project and retain the character of the products specified, but do not alter the intent of the Project. However, except in the case of minor changes in the Work authorized by the Design Professional in accordance with Section 7.4, the CM@Risk may make substitutions only by a formal request for substitution of products in place of those specified with the consent of the City, after evaluation by the Design Professional in accordance with the conditions set forth below and elsewhere in the Contract Documents, and a Change Order or Construction Change Directive. The CM@Risk must submit to the Design Professional and the City, for each proposed substitution:

.1 A full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog "cut sheets", warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution;

.2 A written explanation of the reasons the substitution is advantageous and necessary, including the benefits to the City and the Work in the event the substitution is acceptable;

.3 The adjustment, if any, in the Contract Price, in the event the substitution is acceptable;

.4 The adjustment, if any, in the time of completion of the Contract and the CM@Risk's Construction Schedule in the event the substitution is acceptable;

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

.5 An affidavit stating that (1) the proposed substitution conforms to and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings, and (2) the CM@Risk accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Design Professional;

.6 Proposals for substitutions shall be submitted electronically to the Design Professional and the City's other consultants, if any, in sufficient time to allow no less than ten (10) business days for their respective reviews;

.7 No substitutions will be considered or allowed without the CM@Risk's submittal of complete substantiating data and information as stated herein; and

.8 Substitutions and alternates may be rejected without explanation and will be considered only under one or more of the following conditions: (1) the proposal is required for compliance with interpretation of code requirements or insurance regulations then existing; (2) specified products are unavailable through no fault of the CM@Risk; (3) subsequent information discloses the inability of specified products to perform properly or to fit in the designated space; (4) the manufacturer/fabricator refuses to certify or guarantee the performance of the specified product as required; and (5) when, in the judgment of the City or the Design Professional, a substitution would be substantially in the City's best interests, in terms of cost, time, or other considerations; and

.9 Whether or not any proposed substitution is accepted by the City, the City's other consultants, if any (if any), or the Design Professional, the CM@Risk shall reimburse the City for any fees charged by the Design Professional, and the City's other consultants for evaluating each proposed substitute.

c. The CM@Risk shall enforce strict discipline and good order among the CM@Risk's employees and other persons carrying out the Work. The CM@Risk shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Smoking and chewing of tobacco products is prohibited in enclosed new construction. No glass bottles shall be brought on the construction Site or City's property by any construction personnel.

d. All work under this Agreement shall be performed in a skillful and workmanlike manner in accordance with the highest industry standards.

e. The CM@Risk shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project. The CM@Risk shall also use best efforts to minimize the likelihood of any strike, work stoppage, or other labor disturbance.

.1 If the Work is to be performed by trade unions, the CM@Risk shall make all necessary arrangements to reconcile, without delay, damage, or cost to the City and without recourse to the Design Professional or the City, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils that regulate or distinguish the activities that shall not be included in the work of any particular trade; and

.2 In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Contract Documents because of such conflict involving any such labor agreement or regulation, the City may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

Section 3.5 Omitted.

Section 3.6 Taxes

The CM@Risk shall, to the extent not exempted, pay sales, consumer, use and similar taxes for the Work provided by the CM@Risk that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. In no event shall the City pay the CM@Risk for taxes that were not properly due or for which the City is exempt from paying under Texas law.

Section 3.7 Permits, Fees, Notices and Compliance with Laws

a. Omitted.
b. The CM@Risk shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.
c. If the CM@Risk performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, regardless of whether such work is in accordance with Contract Documents, and without notice to the Design Professional that the Contract Documents are at variance with applicable laws, ordinances, rules, or regulations, the CM@Risk shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. Codes and ordinances shall take full and complete precedence over anything contained in the Drawings, Specifications, or other Contract Documents, except where the Contract Documents call for Work or materials of higher standards than those required by codes or ordinances, in which case, the Contract Documents shall govern. Nothing contained in the Contract Documents shall be construed as authority for the CM@Risk to violate any applicable codes or ordinances in effect at the Site.
d. Concealed or Unknown Conditions

   If the CM@Risk encounters conditions at the Site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the CM@Risk shall promptly provide notice to the City and the Design Professional before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. The Design Professional will promptly investigate such conditions and, if, in the Design Professional's opinion, they differ materially and cause an increase or decrease in the CM@Risk's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Price or Contract Time, or both. If, in the Design Professional's opinion, the conditions at the Site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Design Professional shall promptly notify the City and

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

CM@Risk, stating the reasons. If either party disputes the Design Professional's recommendation, that party may submit a Claim as provided in Article 15.

i. In no event shall any adjustment in the Contract Price or Contract Time be made for conditions which should have been known to the CM@Risk or would have been noticed by a CM@Risk of similar size and experience pursuant to its on-site inspection; by way of or conditions referenced in any other inspections or tests concerning the Site which have been made available to the CM@Risk or have been performed by the CM@Risk or its Subcontractors; are part of the Contract Documents; or are part of the materials provided by the CM@Risk to be used in constructing the improvements.

e. If, in the course of the Work, the CM@Risk encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the CM@Risk shall immediately suspend any operations that would affect them and shall notify the City and Design Professional. Upon receipt of such notice, the City shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The CM@Risk shall continue to suspend such operations until otherwise instructed by the City but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Price and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

f. The CM@Risk shall comply with all applicable laws, statutes, rules, codes, orders, regulations, and ordinances, including, but not limited to, all immigration, environmental and safety laws, statutes, rules, codes, orders and regulations.

.1 The CM@Risk shall also maintain at all times during the term of the this Agreement (and for the time otherwise required by law) all records required by the United States Citizenship and Immigration Services ("USCIS"), including, without limitation, the completion and maintenance of the Form I-9 for each of CM@Risk's employees and shall respond at all times during the term of this Agreement in a timely fashion to any inspection request related to such I-9 forms by the CM@Risk, City or governmental agency or authority;

.2 Furthermore, during the term of this Agreement, and for the time otherwise required by law, CM@Risk shall cause its officers, directors, managers, agents, and employees to cooperate fully in all respects with any audit, inquiry, inspection, or investigation that may be conducted by the USCIS of the CM@Risk or any of its employees or subcontractors;

.3 The CM@Risk shall immediately, and in any event within two (2) hours of CM@Risk's first notice of an event described in this Section 3.7.f notify the City in writing and by in-person voice communications (not voicemail) of any unscheduled inspections, raids, investigations, inquiries, visits, or audits conducted by the USCIS, OSHA, or any other governmental agency or authority related to environmental, immigration, or employee safety issues of the CM@Risk, its agents, employees, its Design Professional, Subcontractors, or Sub-subcontractors;

.4 The CM@Risk shall, on a monthly basis during the term of this Agreement, conduct an audit of the I-9 forms for its employees and shall

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

promptly correct any defects or deficiencies that are identified as a result of such audit;

.5 The City may, at its sole discretion, terminate this Agreement immediately if, at any time during the term of this Agreement, the CM@Risk violates or is in breach of any provision of this Section 3.7.f or the USCIS determines that CM@Risk has not complied with any of the immigration laws, statutes, rules, codes, or regulations of the United States or any applicable state laws or regulations, or any applicable local ordinances, including, without limitation, the Immigration Reform and Control Act of 1986, as amended, and the Illegal Immigration Reform and Immigration Responsibility Act of 1996, as amended, and any successor statutes thereto;

.6 If an employee of the CM@Risk or if the CM@Risk is later determined to not have valid I-9 information then that employee shall be removed and barred from the Project Site at the CM@Risk's expense; and

.7 The CM@Risk shall require the Subcontractors, Sub-subcontractors and material suppliers to make the representations and warranties set forth in this Section 3.7.f and to be bound by the same requirements set forth herein.

Section 3.8 Allowances

a. The CM@Risk shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the CM@Risk shall not be required to employ persons or entities to whom the CM@Risk has reasonable objection.
b. Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the CM@Risk of materials and equipment delivered at the Site and all required taxes, less applicable trade discounts;

.2 CM@Risk's costs for unloading and handling at the Site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.b.1 and (2) changes in CM@Risk's costs under Section 3.8.b.2.

c. Materials and equipment under an allowance shall be selected by the City with reasonable promptness.

Section 3.9 Superintendent

a. The CM@Risk shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work including, but not limited to, weekends, evenings and nights, or as otherwise reasonably and mutually agreed in writing with the City, until all punch list items have been completed to the satisfaction of the Design Professional. No Subcontractor shall perform work on the Site without the presence of the

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

superintendent or assistant superintendent. The superintendent shall represent the CM@Risk, and communications given to the superintendent shall be as binding as if given to the CM@Risk.

b. The CM@Risk, as soon as practicable after award of the Contract, shall notify the City and Design Professional of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the City or the Design Professional may notify the CM@Risk, stating whether the City or the Design Professional (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Design Professional to provide notice within the 14-day period shall constitute notice of no reasonable objection.

c. All of the CM@Risk's proposed on-site personnel must be approved by the Design Professional and City. The CM@Risk shall not employ a proposed superintendent to whom the City or Design Professional has made reasonable and timely objection. The CM@Risk shall not change the superintendent without the City's consent, which shall not unreasonably be withheld or delayed. Substitution or other significant personnel changes which may affect the CM@Risk's on-site personnel must be preceded by written notification of the Design Professional and City no less than seven (7) business days before the anticipated event. Such proposed changes must be approved by the Design Professional and City. The CM@Risk shall designate a second person in charge in writing in the event the superintendent is temporarily absent due to illness, vacation, or any other cause(s).

Section 3.10 Omitted.

Section 3.11 Documents and Samples at the Site

The CM@Risk shall make available, to the City, Design Professional or their designees, at the Project Site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy and delivered to the Design Professional for submittal to the City upon completion of the Work as a record of the Work as constructed. The CM@Risk shall make available to the City or Design Professional for inspection and copying the record copy of the drawings, specifications, addenda, Change Orders and other Modifications, including all such documents maintained by the CM@Risk in electronic format, upon reasonable request of the City or Design Professional and, in any event, within twenty-four (24) hours of receipt by CM@Risk of a request from City or Design Professional for such review and/or copying. The City or Design Professional may request the record copy of the As-Built Documents, specifications, addenda, Change Orders and other Modifications of the Work to be updated before Substantial Completion to reflect the most current condition of the Project, as additional Cost of the Work paid as a Change Order at the City's expense. The City or Design Professional may require the CM@Risk to furnish the As-Built Documents in electronic format and may make copies of them prior to completion of the Work at the City's expense.

i. The CM@Risk shall provide final electronic files and one "hard" copy of the Drawings and Specifications to the City updated to reflect the final condition of the Project with the final Application for Payment as a condition precedent to final payment.

Section 3.12 Omitted.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Section 3.13 Omitted.

Section 3.14 Cutting and Patching

a. The CM@Risk shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.
b. The CM@Risk shall not damage or endanger a portion of the Work or fully or partially completed construction of the City or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The CM@Risk shall not cut or otherwise alter construction by the City or a Separate Contractor except with written consent of the City and of the Separate Contractor. Consent shall not be unreasonably withheld. The CM@Risk shall not unreasonably withhold, from the City or a Separate Contractor, its consent to cutting or otherwise altering the Work.

Section 3.15 Cleaning Up

a. The CM@Risk shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract and shall be responsible for daily clean-up of construction materials and dust control. At completion of the Work, the CM@Risk shall remove waste materials, rubbish, the CM@Risk's tools, construction equipment, machinery, and surplus materials from and about the Project and shall clean all glass surfaces and leave the Work "broom clean", or its equivalent, except as otherwise specified.
b. If the CM@Risk fails to clean up as provided in the Contract Documents, the City may do so and the City shall be entitled to reimbursement from the CM@Risk.

Section 3.16 Access to Work

The CM@Risk shall provide the City and Design Professional and their representatives with access to the Work in preparation and progress at all times wherever located, and shall provide proper and safe facilities for such access.

Section 3.17 Royalties, Patents and Copyrights

The CM@Risk shall pay all royalties and license fees. The CM@Risk shall defend suits or claims for infringement of copyrights and patent rights and shall defend and hold the City and Design Professional harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the City or Design Professional. However, if an infringement of a copyright or patent is discovered by, or made known to, the CM@Risk, the CM@Risk shall be responsible for the loss unless the information is promptly furnished to the Design Professional.

Section 3.18 Omitted.

Article 4. DESIGN PROFESSIONAL

Section 4.1 General

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

a. The Design Professional is the person or entity retained by the City pursuant to Section 2.3.b and identified as such in the Agreement.
b. Duties, responsibilities, and limitations of authority of the Design Professional as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the City, CM@Risk, and Design Professional. Consent shall not be unreasonably withheld.

Section 4.2 Administration of the Contract

a. The Design Professional will provide administration of the Contract as described in the Contract Documents and will be City's representative during construction until the date the Design Professional issues the final Certificate for Payment. The Design Professional will have authority to act on behalf of the City only to the extent provided in the Contract Documents.
b. The Design Professional will visit the Site at intervals appropriate to the stage of construction, or as otherwise agreed with the City, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, as the Work progresses and when fully completed, will be in accordance with the Contract Documents. However, the Design Professional will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Design Professional will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the CM@Risk's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.a.
c. On the basis of the Site visits, the Design Professional will keep the City reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the City (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the CM@Risk, and (3) defects and deficiencies observed in the Work. The Design Professional will not be responsible for the CM@Risk's failure to perform the Work in accordance with the requirements of the Contract Documents. The Design Professional will not have control over or charge of and will not be responsible for acts or omissions of, the CM@Risk, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.
    i. **NEITHER THE CITY NOR THE DESIGN PROFESSIONAL NOR THE CITY'S OTHER CONSULTANTS SHALL BE RESPONSIBLE OR LIABLE FOR THE SAFETY PROGRAM(S) DEVELOPED BY THE CM@RISK OR ITS SUBCONTRACTORS FOR THE SAFETY OF PERSONS AND PROPERTY, OR FOR COMPLIANCE WITH STATUTES, RULES, REGULATIONS, AND ORDERS APPLICABLE TO CONDUCT THE WORK. SHOULD ANY CM@RISK OR THEIR SUBCONTRACTOR(S), OR THE SUB-SUBCONTRACTOR(S) MAKE A CLAIM AGAINST THE INDEMNITEES, OR SHOULD THEY OR ANY GOVERNMENTAL ENTITY BRING ANY ACTION OR LEVY OR FINE OR PENALTY AGAINST THE INDEMNITEES ON ACCOUNT OF ANY SAFETY-RELATED DAMAGE OR VIOLATION OF LAW ALLEGED TO HAVE BEEN SUSTAINED, THE CM@RISK AGREES THAT IT WILL HOLD THE INDEMNITEES HARMLESS AGAINST ANY SUCH**

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

VIOLATION, FINE, CLAIM OR SUIT, AND THAT IT WILL REIMBURSE THE INDEMNITEES THE COST OF DEFENDING SUCH SUIT, AND IF ANY JUDGMENT AGAINST THE INDEMNITEES ARISES THEREFROM, THE CM@RISK SHALL PAY OR SATISFY IT AND SHALL PAY ALL COSTS INCURRED BY THE INDEMNITEES.

d. Communications

The City and CM@Risk shall include the Design Professional in all communications about the Design Professional's services or professional responsibilities. The City shall promptly notify the Design Professional of the substance of any direct communications between the City and the CM@Risk otherwise relating to the Project. Communications by and with the Design Professional's consultants shall be through the Design Professional. Communications by and with Subcontractors and suppliers shall be through the CM@Risk. Communications by and with Separate Contractors shall be through the City. The Contract Documents may specify other communication protocols.

i. Failure of CM@Risk to give the City or Design Professional written notice of CM@Risk's objections, within three (3) business days, to directives, instructions, interpretations, or minutes from the City or Design Professional, shall constitute final and conclusive consent on the part of the CM@Risk to such directives, instructions, interpretations, or minutes of the City or Design Professional.

ii. Any written notice from the City or Design Professional to the CM@Risk shall be sufficiently given when delivered to the last known business address of the CM@Risk, or to its registered or authorized agent, representative, or officer. Any written notice from the CM@Risk to the City shall be sufficiently given when personally delivered to the City's Office, Attn: Project Manager, or at such other address and to the attention of such person as the City may from time to time designate in writing.

e. Based on the Design Professional's evaluations of the CM@Risk's Applications for Payment, the Design Professional will review and certify the amounts due the CM@Risk and will issue Certificates for Payment in such amounts.

f. The Design Professional has authority to reject Work that does not conform to the Contract Documents. Whenever the Design Professional considers it necessary or advisable, the Design Professional will have the authority to require inspection or testing of the Work in accordance with Sections 13.4.b and 13.4.c, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Design Professional nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Design Professional to the CM@Risk, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

g. The Design Professional will review and approve, or take other appropriate action upon, the CM@Risk's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Design Professional's action will be taken in accordance with the submittal schedule approved by the Design Professional or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Design Professional's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

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 CM@Risk as required by the Contract Documents. The Design Professional's review of the CM@Risk's submittals shall not relieve the CM@Risk of the obligations under Sections 1.2, 3.2.a, 3.3, 13.9, and the warranty provided in Exhibit V of the Contract. The Design Professional's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Design Professional's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

h. The Design Professional will prepare Change Orders and Construction Change Directives and may order minor changes in the Work as provided in Section 7.4. The Design Professional will investigate and make recommendations regarding concealed and unknown conditions as provided in Section 3.7.d.

i. The Design Professional will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the City, for the City's review and records, written warranties and related documents required by the Contract and assembled by the CM@Risk pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

j. If the City and Design Professional agree, the Design Professional will provide one or more Project representatives to assist in carrying out the Design Professional's responsibilities at the Site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents. The City shall notify the CM@Risk of any change in the duties, responsibilities and limitations of authority of the Project representatives.

k. The Design Professional will interpret matters concerning performance under, and requirements of, the Contract Documents on written request of either the City or CM@Risk. The Design Professional's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

l. Interpretations of the Design Professional will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations, the Design Professional will endeavor to secure faithful performance by both City and CM@Risk, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

m. The Design Professional's opinions on matters relating to aesthetic effect will be considered by the City when making the City's determination on these issues and the City's decision will be final if consistent with the intent expressed in the Contract Documents. Such City's determination shall be communicated through the Design Professional.

n. The Design Professional will review and respond to requests for information about the Contract Documents. The Design Professional's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Design Professional will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

Article 5. SUBCONTRACTORS

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Section 5.1 Definitions

a. A Subcontractor is a person or entity who has a direct contract with the CM@Risk to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.
b. A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

Section 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

a. Unless otherwise stated in the Contract Documents, the CM@Risk, as soon as practicable after award of the Contract, shall notify the City and Design Professional of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Design Professional may notify the CM@Risk whether the City or the Design Professional (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Design Professional to provide notice within the 14-day period shall constitute notice of no reasonable objection.
b. The CM@Risk shall not contract with a proposed person or entity to whom the City or Design Professional has made reasonable and timely objection. The CM@Risk shall not be required to contract with anyone to whom the CM@Risk has made reasonable objection.
c. If the City or Design Professional has reasonable objection to a person or entity proposed by the CM@Risk, the CM@Risk shall propose another to whom the City or Design Professional has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Price and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Price or Contract Time shall be allowed for such change unless the CM@Risk has acted promptly and responsively in submitting names as required.
d. The CM@Risk shall not substitute a Subcontractor, person, or entity for one previously selected if the City or Design Professional makes reasonable objection to such substitution.
e. Upon request, the CM@Risk shall provide to the City an executed copy of all subcontracts, purchase orders, and other agreements relating to the Work.
f. The CM@Risk shall not sublet the Work as a whole. The approval of subcontractors in no way relieves the CM@Risk from full responsibility.

Section 5.3 Subcontractual Relations

a. By appropriate written agreement, the CM@Risk shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the CM@Risk by terms of the Contract Documents, and to assume toward the CM@Risk all the obligations and responsibilities, including responsibility for safety of the Subcontractor's Work, which the CM@Risk, by the

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Contract Documents, assumes toward the City , the City's other consultants and Design Professional. Each subcontract agreement shall preserve and protect the rights of the City , the City's other consultants, and Design Professional under the Contract Documents with respect to the Work to be performed by the Subcontractor. Where appropriate, the CM@Risk shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The CM@Risk shall make available for review for each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Notwithstanding the above, all Agreements with the City shall have all references to compensation redacted before disclosing to Subcontractors, sub-Subcontractors, or any other tier of vendor.

b. All subcontracts shall specifically provide that the City is an intended third-party beneficiary of such subcontract. The CM@Risk's subcontractors, however, are not intended third-party beneficiaries of this Agreement by pass through, assignment, or otherwise, except as provided in the Contract Documents, and the City shall not be bound to CM@Risk's subcontract agreements.

c. Whenever the CM@Risk receives payment pursuant to the Contract Documents, the CM@Risk shall make payments to each of its Subcontractors of any amounts actually received which were included in the CM@Risk's Application for Payment to the City for such subcontracts unless otherwise allowed to withhold payment by the terms and conditions of the subcontract or as allowed by law. The CM@Risk shall make such payments within ten (10) days of receipt of payment from the City in the same manner as the City is required to pay the CM@Risk under the Contract Documents if the Subcontractor is satisfactorily performing under its contract with the CM@Risk. Such payments from City to CM@Risk shall be imposed with an express trust to assure that payment is made to all Project Subcontractors, Sub-subcontractors, and suppliers. In addition to the express trust imposed upon such funds and the fiduciary duties incumbent upon the CM@Risk, Texas Property Code Chapter 162 shall apply.

d. The CM@Risk shall monitor the Subcontractors, who shall pay all suppliers, Sub-subcontractors, laborers, and any other persons who provide goods, materials, labor, or equipment to the Subcontractor any amounts actually received which were included in the Subcontractor's request for payment to the CM@Risk for such persons, within ten (10) days of receipt of payment from the CM@Risk. The construction payments made by the CM@Risk to the Subcontractor shall be trust funds as set forth in Chapter 162 of the Texas Property Code. If the Subcontractor fails to make such payments in the required manner, the Subcontractor shall pay said suppliers, Sub-subcontractors, and laborers interest as set forth in Chapter 162 of the Texas Property Code.

e. At the time the Subcontractor submits a request for payment to the CM@Risk, the Subcontractor shall also submit to the CM@Risk a list of the Subcontractor's suppliers, Sub-subcontractors, and laborers. The CM@Risk shall be relieved of the requirements of this Section regarding payment in ten (10) days and interest payments until the Subcontractor submits such list. If the CM@Risk fails to make timely payments to the Subcontractor as required by this Section, the CM@Risk shall pay the Subcontractor interest as calculated under the provisions of Chapter 2251 of the Texas Government Code. Nothing in this Section 5.3 shall be construed to affect the retention provisions of any contract.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

f. The provisions of this Section 5.3 shall be made a part of each contract between the CM@Risk and each Subcontractor, either expressly or by incorporation by reference to this Section of the Contract Documents.

Section 5.4 Contingent Assignment of Subcontracts

a. Each subcontract agreement for a portion of the Work may be assigned by the CM@Risk to the City, provided that

.1 assignment is effective only after termination of the Contract by the City for cause pursuant to Section 9.2 of the Contract and only for those subcontract agreements that the City accepts by notifying the Subcontractor and CM@Risk; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the City accepts the assignment of a subcontract agreement, the City assumes the CM@Risk's rights and obligations under the subcontract.

b. If the Work in connection with a subcontract has been suspended for more than thirty (30) days, after termination of the Contract by the City pursuant to Section 9.2 of the Contract and the City accepts assignment of such subcontract, the Subcontractor's compensation shall be equitably adjusted for any increase in direct verifiable costs incurred by such Subcontractor as a result of the suspension.

c. Upon assignment to the City under this Section 5.4, the City may further assign the subcontract to a successor contractor or other entity, including the performance bond Surety's takeover or completion contractor, which shall relieve the City of any legal responsibility under the subcontract.

d. Each subcontract shall specifically provide that the City shall only be responsible to the Subcontractor for those obligations that accrue subsequent to the assignment of the Subcontractor to the City after suspension and termination of the Contract, as provided in this Section 5.4. This Section 5.4 shall be construed to prohibit a pass through or assignment of rights, unless authorized by the City in writing

Section 5.5 City Payments to Subcontractors

a. In the event of any default hereunder by the CM@Risk, or in the event the City or Design Professional fails to approve any Application for Payment that is not the fault of a Subcontractor, the City may make direct payment to the Subcontractor, less appropriate retainage. In that event, the amount paid the Subcontractor shall be deducted from the payment to the CM@Risk.

b. Nothing contained herein shall create any obligation on the part of the City to make any payments to any Subcontractor, and no payment by the City to any Subcontractor shall create any obligation to make any further payments to any Subcontractor.

Article 6. CONSTRUCTION BY CITY OR BY SEPARATE CONTRACTORS

Section 6.1 City's Right to Perform Construction and to Award Separate Contracts

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

a. The term "Separate Contractor(s)" shall mean other contractors retained by the City under separate agreements. The City reserves the right to perform construction or operations related to the Project with the City's own forces, and with Separate Contractors in connection with other portions of the Project or other construction or operations on the Site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the CM@Risk claims that delay or additional cost is involved because of such action by the City, the CM@Risk shall make such Claim as provided in Article 15.
b. When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "CM@Risk" in the Contract Documents in each case shall mean the CM@Risk who executes each separate City-CM@Risk Agreement.
c. The City shall provide for coordination of the activities of the City's own forces and of each Separate Contractor with the Work of the CM@Risk, who shall cooperate with them. The CM@Risk shall participate with any Separate Contractors and the City in reviewing their construction schedules. The CM@Risk shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the CM@Risk, Separate Contractors, and the City until subsequently revised.
d. Unless otherwise provided in the Contract Documents, when the City performs construction or operations related to the Project with the City's own forces or with Separate Contractors, the City or its Separate Contractors shall have the same obligations and rights that the CM@Risk has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10 and 12.
e. The CM@Risk accepts assignment of, and liability for, all purchase orders and other agreements for procurement of materials and equipment that are listed in and identified as part of the Contract Documents. The CM@Risk shall be responsible for such pre-purchased items, if any, as if the CM@Risk were the original purchaser. The Contract Price includes, without limitation, all costs and expenses in connection with delivery, storage, insurance, installation, and testing of items covered in any assigned purchase orders or agreements. All warranty and correction of the Work obligations under the Contract Documents shall also apply to any pre-purchased items, unless the Contract Documents specifically provide otherwise.

Section 6.2 Mutual Responsibility

a. The CM@Risk shall afford the City and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the CM@Risk's construction and operations with theirs as required by the Contract Documents.
b. If part of the CM@Risk's Work depends on proper execution or results upon construction or operations by the City or a Separate Contractor, the CM@Risk shall, prior to proceeding with that portion of the Work, promptly notify the Design Professional of any apparent discrepancies or defects in the construction or operations by the City or Separate Contractor that would render it unsuitable for proper execution and results of the CM@Risk's Work. Failure of the CM@Risk to notify the Design Professional of these apparent discrepancies or defects prior to proceeding with

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

the Work shall constitute an acknowledgment that the City's or Separate Contractor's completed or partially completed construction is fit and proper to receive the CM@Risk's Work.

c. The CM@Risk shall reimburse the City for costs the City incurs that are payable to a Separate Contractor because of the CM@Risk's delays, improperly timed activities or defective construction. The City shall be responsible to the CM@Risk for costs the CM@Risk incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

d. The CM@Risk shall promptly remedy damage that the CM@Risk wrongfully causes to completed or partially completed construction or to property of the City or Separate Contractor as provided in Section 10.2.e.

e. The City and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the CM@Risk in Section 3.14.

f. Should the CM@Risk wrongfully delay or cause damage to the work or property of any Separate Contractor, the CM@Risk shall, upon due notice, promptly attempt to settle with such other contractor by agreement or otherwise to resolve the dispute. If such Separate Contractor sues or initiates a judicial proceeding against the City on account of any delay or damage alleged to have been caused by the CM@Risk, the City shall notify the CM@Risk who shall defend such proceedings at the CM@Risk's expense. The City may fund the defense of such proceedings contemplated by this Section but, in any event, if any judgment or award against the City arises therefrom, the CM@Risk shall pay to satisfy it to the extent of CM@Risk's responsibility.

g. SHOULD ANY SUCH SEPARATE CONTRACTOR WRONGFULLY DELAYED OR DAMAGED BY THE CM@RISK OR PERSONS FOR WHOM THE CM@RISK IS RESPONSIBLE PER SECTION 6.2.f MAKE A CLAIM AGAINST THE INDEMNITEES, OR BRING ANY ACTION AGAINST THE INDEMNITEES, ON ACCOUNT OF THE DAMAGE ALLEGED TO HAVE BEEN SO SUSTAINED, THE CM@RISK SHALL HOLD THE INDEMNITEES HARMLESS AND DEFEND THEM AGAINST ANY SUCH CLAIM OR SUIT, AND SHALL REIMBURSE TO THE INDEMNITEES THE COST INCLUDING, WITHOUT LIMITATION, REASONABLE, ADDITIONAL ATTORNEY'S FEES INCURRED DEFENDING SUCH SUIT, AND IF ANY JUDGMENT AGAINST THE INDEMNITEES ARISES THERE FROM, THE CM@RISK SHALL PAY OR SATISFY IT AND SHALL PAY ALL COSTS INCURRED BY THE INDEMNITEES.

h. Should the CM@Risk be caused damage by any City's Separate Contractor(s)'s work, by reason of such City's Separate Contractor's failure to perform properly under its contract with the City, no action will lie against the City, and the City shall have no liability therefor, but the CM@Risk may assert its claims for damages directly against such City's Separate Contractor and the City shall reasonably assist the CM@Risk. by assign such rights to CM@Risk, unless otherwise prohibited under Texas law.

i. Inasmuch as the completion of the building within the prescribed time is dependent very largely upon the close and active cooperation of all those engaged therein, it is, therefore expressly understood and agreed that each contractor shall lay out and install its work at such time(s) and in such manner as to not delay or interfere with the carrying forward of the work of the other contractors.

j. Where the work of one contractor directly affects the conditions of the work of another contractor including, as examples only, and not limited to, providing shoring for backfilling, providing

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

protective covering for painting, providing adequate bracing of door jambs, etc., the contractor performing the work which will adversely affect another contractor's work shall be responsible for providing adequate protection based upon methods used to perform its work.

Section 6.3 City's Right to Clean Up

If a dispute arises among the CM@Risk, Separate Contractors, or the City as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the City may clean up and the Design Professional will allocate the cost among those responsible, which allocation shall be final.

Article 7. CHANGES IN THE WORK

Section 7.1 General

a. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
b. A Change Order shall be based upon agreement among the City, CM@Risk, and Design Professional. A Construction Change Directive requires agreement by the City and Design Professional and may or may not be agreed to by the CM@Risk. An order for a minor change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time and reasonably inferable from the intent of the Contract Documents may be issued by the Design Professional alone.
c. Changes in the Work shall be performed under applicable provisions of the Contract Documents. The CM@Risk shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in Section 7.3 or as otherwise provided herein, a change in the Contract Price or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that City has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

Section 7.2 Change Orders

a. A Change Order is a written instrument prepared by the Design Professional and signed by the City, CM@Risk, and Design Professional stating their agreement upon all of the following:
    .1 The change in the Work;
    .2 The amount of the adjustment, if any, in the Contract Price; and
    .3 The extent of the adjustment, if any, in the Contract Time.
b. Methods used in determining adjustments to the Contract Price may include those listed in Sections 7.3.c, 7.3.g and 7.3.j.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

c. Agreement on any Change Order constitutes a final settlement of all past and future claims, at law or in equity, concerning all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, delays, all direct and indirect costs, any claim for damages associated with such change, and any and all adjustments to the Contract Price and the construction schedule.

d. Change Orders Requiring City Council Approval
The Contract Price may not be increased because of a Change Order unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants. The approval of the Denton City Council is required if a Change Order involves a decrease or an increase of $50,000.00 or more. The original Contract Price of each Guaranteed Maximum Price Package also may not be increased under this Section 7.2 by more than twenty-five percent (25.0%) over the entire duration of the Project. The original Contract Price of each Guaranteed Maximum Price Package may not be increased by more than twenty-five percent (25%) over the entire duration of the Project for any reason; nor may the original Contract Price of each Guaranteed Maximum Price Package be decreased by more than twenty-five percent (25%) without the consent of the CM@Risk, as provided in Texas Local Government Code Sec. 252.048. After the Change Order is submitted by the CM@Risk under this Section 7.2, the additional time required to obtain City Council approval shall not be factored into any past or future claim for delays or calculated as a part of the Change Order request.

Section 7.3 Construction Change Directives

a. A Construction Change Directive is a written order prepared by the Design Professional and signed by the City and Design Professional, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Price or Contract Time, or both. The City may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Price and Contract Time being adjusted accordingly.

b. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

c. If the Construction Change Directive provides for an adjustment to the Contract Price, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed fee; or

.4 As provided in Section 7.3.d.

d. If the CM@Risk does not respond promptly or disagrees with the method for adjustment in the Contract Price, the Design Professional shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Price, an amount for overhead and profit calculated using the sum of the actual costs allowed in Sections 7.3.d.1 through 7.3.d.5, and using the percentages as

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

set forth in Section 7.3.1 below. In such case, and also under Section 7.3.c, the CM@Risk shall keep and present, in such form as the Design Professional may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.d shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Design Professional;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the CM@Risk or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Additional, verifiable payroll and subsistence costs incurred by the CM@Risk, Subcontractor, and Sub-subcontractor of field personnel directly attributable to the change.

e. If the CM@Risk disagrees with the adjustment in the Contract Time, the CM@Risk may make a Claim in accordance with applicable provisions of Article 15.

f. Upon receipt of a Construction Change Directive, the CM@Risk shall promptly proceed with the change in the Work involved and advise the Design Professional of the CM@Risk's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Price or Contract Time.

g. A Construction Change Directive signed by the CM@Risk indicates the CM@Risk's agreement therewith, including adjustment in Contract Price and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

h. The amount of credit to be allowed by the CM@Risk to the City for a deletion or change that results in a net decrease in the Contract Price shall be actual net cost as confirmed by the Design Professional. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

i. Pending final determination of the total cost of a Construction Change Directive to the City, the CM@Risk may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Design Professional will make an interim recommendation for purposes of monthly certification for payment for those costs and certify for payment the amount that the Design Professional recommends, in the Design Professional's professional judgment, to be reasonably justified. The Design Professional's interim recommendation of cost shall adjust the Contract Price on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

j. When the City and CM@Risk agree with a recommendation made by the Design Professional concerning the adjustments in the Contract Price and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Design Professional will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

k. If the City and CM@Risk do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Design Professional for determination. The Design Professional may consult with the City in connection with such determination either at the direction of the City or at the Design Professional's discretion. If the CM@Risk does not ultimately agree with the Design Professional's determination, the CM@Risk may assert a Claim in accordance with Article 15.

l. In Subparagraph 7.3.d, the allowance for the combined total of onsite and offsite overhead and profit included in the total cost to the City shall be based on the following schedule:

.1 For the CM@Risk, for Work performed by the CM@Risk's own forces, fee percentage of the Cost of Work stated in Section 5.1.a of the Agreement plus actual direct jobsite costs associated with the additional work, if any;

.2 For the CM@Risk, for Work performed by the CM@Risk's Subcontractor, fee percentage of the Cost of Work stated in the Agreement, if any, plus actual direct jobsite costs associated with the additional work, if any;

.3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor or Sub-subcontractor's own forces, ten percent (10%) of the cost;

.4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractor;

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.d;

.6 Under no circumstance shall costs of the CM@Risk's supervisory, management, administrative or other office personnel, regardless of where stationed, be paid as cost of the Work under 7.3.d Conversely, the CM@Risk shall be compensated for their labor within the overhead and profit percentage specified in this Section 7.3.l;

.7 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can immediately be seen by inspection, shall be accomplished by a complete itemization of costs including labor, materials, and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also;

.8 When both additions and credits are involved in any change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any; and

.9 Overtime, when specifically authorized by the City and not as a requirement for the CM@Risk to fulfill its obligations under this Agreement, shall be paid for by the City on the basis of premium payment only, plus the cost of insurance and taxes based on the premium payment period. Overhead and profit will not be paid by the City for overtime.

Section 7.4 Minor Changes in the Work

The Design Professional may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Price or an extension of the

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Contract Time. The Design Professional's order for minor changes shall be in writing. If the CM@Risk believes that the proposed minor change in the Work will affect the Contract Price or Contract Time, the CM@Risk shall notify the Design Professional and shall not proceed to implement the change in the Work. If the CM@Risk performs the Work set forth in the Design Professional's order for a minor change without prior notice to the Design Professional that such change will affect the Contract Price or Contract Time, the CM@Risk waives any adjustment to the Contract Price or extension of the Contract Time.

Section 7.5 Supporting Information

Notwithstanding the above, requests for an adjustment in the Contract Price or adjustment in the Contract Time shall be in a form and accompanied by supporting information with a level of detail wholly acceptable to the City and Design Professional. The CM@Risk shall also comply with all provisions of Articles 8 and 15 with respect to Claims. The required information shall be provided by the CM@Risk in less than twenty-one (21) days from the CM@Risk's request for an adjustment in the Contract Price or Contract Time. Failure to timely provide this information in the proper form may be, in and of itself, grounds for rejection of the request, at the sole discretion of the City or Design Professional.

Article 8. TIME

Section 8.1 Definitions

a. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
b. The date of commencement of the Work is the date established in the Agreement. The date shall not be postponed by the failure to act of the CM@Risk or of persons or entities for whom the CM@Risk is responsible.
c. The date of Substantial Completion is the date certified by the Design Professional in accordance with Section 9.8.
d. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

Section 8.2 Progress and Completion

a. Time limits stated in the Contract Documents are of the essence. By executing the Agreement, the CM@Risk confirms that the Contract Time is a reasonable period for performing the Work.
b. The CM@Risk shall not knowingly, except by agreement or instruction of the City in writing, prematurely commence operations on the Site or elsewhere prior to the effective date of insurance required by Article 10 of the Agreement to be furnished by the CM@Risk and City. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by a Notice to Proceed given by the City, the CM@Risk shall notify the City in writing not less than five (5) days or other agreed period before commencing the Work to permit the timely filing of any additional necessary documents.
c. Attention is directed to the fact that the Work is urgently needed by the City; for this reason it shall be agreed that the CM@Risk will substantially complete all Work under the Contract within the time established in the Contract Documents and the most recently approved CM@Risk's Project Schedule. The CM@Risk shall begin the Work on the date of commencement as defined

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

in the Contract Documents; carry the Work forward with adequate resources; furnish, without limitation such labor, supervision, materials, facilities, and equipment; and work such hours, including night shifts, overtime operations, and Sundays and/or holidays, as may be necessary to ensure the progress and completion of both the Work and the Project as reflected by the most recently approved CM@Risk's Project Schedule.

d. The CM@Risk shall achieve specific Contractual Milestone dates (if any), Substantial Completion, and Final Completion within the times stated in the Contract Documents, and such dates shall be adhered to and shall be the last acceptable dates for completion of Work required for those milestones and completions, unless and until modified by the City in writing.
e. The CM@Risk understands and agrees that all Work must be performed in an orderly and closely coordinated sequence so that the dates for Contractual Milestones (if any), Substantial Completion, and Final Completion, may be met by the both the CM@Risk as well as the respective Separate Contractors.
f. The CM@Risk shall also complete the Work in all of its details for final acceptance as expeditiously as possible after Substantial Completion.
g. The CM@Risk shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

Section 8.3 Delays and Extensions of Time

a. If the CM@Risk is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the City or Design Professional, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, implementation of Federal law or policies, unusual delay in transportation, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.f.ii, or other causes beyond the CM@Risk's control; (4) by delay authorized by the City pending mediation; or (5) by other causes that the Design Professional recommends may, justify delay, then the Contract Time may be extended for such reasonable time as the City may determine.
b. Claims relating to time shall be made in accordance with applicable provisions of Article 15.
c. This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.
d. Any claims for extension of time shall be made in writing to the City and Design Professional not more than ten (10) days after commencement of the delay; otherwise it shall be waived. In the case of a continuing delay only one claim is necessary. The CM@Risk shall provide an estimate of the probable effect of such delay on the progress of work within five (5) days of the first date the CM@Risk should reasonably be expected to have calculated the impact of such delay, but in no event more than fifteen (15) days after the commencement of the delay, with weekly updates to the impact if the delay is of an ongoing nature.
e. Extensions of the Contract Time will be made for delays due to weather conditions only when such conditions are more severe and extended than those reflected by the ten (10) year average for the month as evidenced by the National Climatic Data Center's (NCDC's) Surface Data US at http://gis.ncdc.noaa.gov/ website/ims-cdo/sod/viewer.htm or other data as mutually agreed by the City and CM@Risk for the Project area.
f. In allowing delays for weather, the City will be entitled to consider weather conditions prevailing throughout the entire Contract period. The City and CM@Risk will together reconcile actual

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

working days lost and gained over the entire Contract period every ninety (90) days. The CM@Risk shall then adjust the schedule activities accordingly for both the CM@Risk's weather float reserves and City's float reserves where those activities are carried in the CM@Risk's Project Schedule (if any).Extensions of time due to weather or other allowable reasons will be granted on the basis of one-and-four-tenths (1.4) calendar days credit for every working day lost, with each separate extension figured to the nearest whole calendar day.

g. The extension of the contract completion time for weather conditions will occur only in the event that the weather in question affected critical activities on the most current CM@Risk's Construction Schedule, and at least one half of the work force allocated to that item of work was also adversely affected by the same weather conditions.

Section 8.4 CM@Risk's Obligations After Delay

a. If either the Work actually in place falls behind as reflected by the currently updated Master Project Schedule or CM@Risk's Construction Schedule, or it becomes apparent or likely in the reasonable opinion of the City after consultation with the Design Professional that the Work will not be completed within the Contract Time or in accordance with the CM@Risk's Construction Schedule, due to delays caused by the CM@Risk or its subcontractors, the CM@Risk agrees it shall, as necessary, take some or all of the following actions (hereinafter referred to collectively as "Extraordinary Measures") at no additional cost to the City or Design Professional, as required to substantially eliminate, in the judgment of the City, the backlog of CM@Risk's Work on the Project:

    .1 Increase quantities of, without limitation, labor, supervision, material deliveries, equipment on Site, and crafts as necessary;

    .2 Increase the number of working hours per shift, shifts per working day, working days per week, or any combination of the foregoing;

    .3 Reschedule activities to achieve maximum practical concurrence of accomplishment; and

    .4 Do whatever else is reasonably required by the City or Design Professional.

b. These Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The City's right to require Extraordinary Measures is solely for the purpose of ensuring the CM@Risk's compliance with the CM@Risk's Construction Schedule.

c. In the event of a delay, the City Design Professional may also require the CM@Risk to immediately submit a Proposed Recovery Schedule. If the Proposed Recovery Schedule is not satisfactory, the Design Professional may unilaterally establish a new Proposed Recovery Schedule acceptable to the City; issue it as a Construction Change Directive; and the CM@Risk shall comply therewith. The City may also require the CM@Risk to take any of the Extraordinary Measures to make up the lag in scheduled progress, all without additional cost to the City, or Design Professional.

d. Failure of the CM@Risk to substantially comply with the requirements of this Section 8.4 shall be considered grounds for a determination by the City, after consultation with the Design Professional, that the Contactor is in breach of this Agreement by failing to prosecute the Work

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

and that of the Project so as to ensure its completion within both the Contract Time and the updated CM@Risk's Construction Schedule.

e. Likewise, in the event the progress of the Project falls behind the predictions of the Master Project Schedule through no fault of the CM@Risk, the City or Design Professional may request, and the CM@Risk may agree to take one or more of the Extraordinary Measures, with the City bearing the cost for such measures by Change Order.

f. The CM@Risk shall not be entitled to an adjustment in the Contract Price in connection with Extraordinary Measures required by the City under or pursuant to this Section 8.4, except as specifically noted otherwise in Section 8.4.e.

Section 8.5 City's Rights After Delay

a. In the event that any CM@Risk fails, or appears likely to fail, to complete a critical portion of Work on time or to complete a Contractual Milestone Date or completion date as evidenced by the most recently approved CM@Risk's Project Schedule, the City or the Design Professional shall have the right to impose any or all of the following options:

.1 Require the CM@Risk to substantiate the capability to get back on schedule within ten (10) business days;

.2 Require the CM@Risk to take some or all of the Extraordinary Measures, and do whatever else is required by the City or Design Professional until CM@Risk confirms, to the satisfaction of the City and Design Professional, the progress of the Work is in compliance and congruence with the most recently approved CM@Risk's Construction Schedule, such measures being at no extra cost to City and Design Professional;

.3 Withhold progress payment, or portions thereof, until such time as the CM@Risk is in compliance with the most recently approved CM@Risk's Project Schedule; and

.4 Contact or visit the factory, plant or distribution center whose production or delivery schedule may be critical to the scheduled completion of a portion of the contract work, and expedite same, at CM@Risk's expense.

Section 8.6 Liquidated Damages

a. Omitted.

b. Omitted.

c. Omitted.

d. Permitting the CM@Risk to continue and finish the Work, or any portion thereof, after the time fixed for its completion, shall in no way operate as a waiver on the part of the City of any of its rights under the Contract. The CM@Risk acknowledges the City receives no benefits from early completion of the Project or the Work, therefore all rights, if any, to an early completion bonus or other increases in the Contract Price for such early completion are hereby waived by the CM@Risk.

Article 9. PAYMENTS AND COMPLETION

Section 9.1 Contract Price

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

a. The Contract Price is stated in the Agreement and, is the maximum amount payable by the City to the CM@Risk for performance of the Work under the Contract Documents. The Contract Price may only be increased pursuant to a Change Order signed by the City. Completion of the Work is a condition precedent to City's obligation to pay the full Contract Price.
b. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the City or CM@Risk, the applicable unit prices shall be equitably adjusted.

Section 9.2 Schedule of Values

Where the Contract is based on a Stipulated Sum or the Cost of the Work, the CM@Risk shall meet with the Design Professional, at the Preconstruction Conference with a proposed Schedule of Values. The CM@Risk's Schedule of Values will be reviewed by the City and Design Professional in the context of the CM@Risk's proposed Construction Management Plan, including, but not limited to, the CM@Risk's Construction Schedule therein. The values assigned to each work activity in the Schedule of Values should be generated by the projected earned value of the activities in the CM@Risk's Construction Schedule, rounded to the nearest five dollars, and equal in aggregate to the CM@Risk's and Subcontractor's contract amount(s). The Schedule of Values shall allocate the entire Contract Price to the various portions of the Work and be prepared in such form and supported by such additional data to substantiate its accuracy as the City and Design Professional may require. This Schedule of Values, unless objected to by the City or Design Professional, shall be used as a basis for reviewing the CM@Risk's Applications for Payment.

Section 9.3 Applications for Payment

a. At least ten days before the date established for each progress payment, the CM@Risk shall submit to the Design Professional an itemized "Application for Payment" prepared in accordance with the Schedule of Values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the CM@Risk's right to payment that the City or Design Professional require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers and shall reflect retainage if provided for in the Contract Documents. The Application for Payment shall be notarized and include other documentation as reasonably required by the City; submitted electronically.
    i. As provided in Section 7.3.i, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim recommendations of the Design Professional, but not yet included in Change Orders.
    ii. Applications for Payment shall not include requests for payment for portions of the Work for which the CM@Risk does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the CM@Risk intends to pay.
    iii. Each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the City and Design Professional and in compliance with all applicable statutes:

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

.1 A duly executed and acknowledged sworn statement showing all Subcontractors and material suppliers with whom the CM@Risk has entered into subcontracts, the amount of each such subcontract, the invoice from and the amount requested for any Subcontractor and material supplier in the requested Application for Payment, and the amount to be paid to the CM@Risk from such progress payment, together with similar sworn statements from all such Subcontractors and material suppliers;

.2 Duly executed statutory conditional waivers of mechanics' and material suppliers' lien for progress payments with teach payment application; and appropriate statutory unconditional waivers of mechanics' and material suppliers' liens for progress payments; and appropriate statutory unconditional waivers for final payments from all Subcontractors and, when appropriate, from material suppliers and lower tier Sub-subcontractors establishing payment or satisfaction of payment of all amounts requested by the CM@Risk on behalf of such entities or persons in any previous Application for Payment;

.3 An updated CM@Risk's Construction Schedule per Section 4.4 of the Agreement clearly showing the actual progress of the Work for each activity against the Work previously scheduled to be completed during the period, and against targeted activities' previously approved completion dates; and

.4 With every Application for Payment, CM@Risk will submit an affidavit stating that the CM@Risk has complied with the requirements of Chapter 2258, Texas Government Code. The parties hereto agree that any electronic copy of such affidavit shall be treated as an original for all intents and purposes;

.4 If required by the City's title insurer, if any, the CM@Risk shall execute a personal gap undertaking in form and substance satisfactory to such title insurer; and.

.5 Notwithstanding the above, Applications for Payment shall be in a form and accompanied by supporting information with a level of detail wholly acceptable to the Design Professional, and shall include, at a minimum, an updated monthly CM@Risk's Construction Schedule clearly and graphically comparing the actual "work-in-place" completed to the Work previously projected to be complete for the period. Failure to provide this information in the proper form may be, in and of itself, grounds for rejection of the Application for Payment, at the discretion of the Design Professional.

b. Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. If approved in advance by the City, payment may similarly be made for materials and equipment suitably stored off the Site at a location agreed upon in writing. Payment for materials and equipment stored on or off the Site shall be conditioned upon compliance by the CM@Risk with procedures satisfactory to the City to establish the stored materials and equipment which must be properly tagged as to material and job identification; must be available for inspection by the Design Professional; and such requests for payment must be accompanied by documentary evidence, which supports the request's validity; quantity and value of materials; proper material acceptance and storage; and including insurance on the materials as evidenced by a Certificate of

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Insurance or otherwise protects the City's interests. Such request shall include the costs of applicable insurance, storage, and transportation to the Site, for such materials and equipment stored off the Site. Such materials shall be:

.1 Protected from diversion, destruction, theft, and damage to the satisfaction of the City;

.2 Specifically marked for use on the Project; and

.3 Segregated from other materials at the storage facility.

c. The CM@Risk warrants that title to all Work covered by an Application for Payment will pass to the City either by incorporation in the construction or upon the receipt of payment by the CM@Risk, whichever occurs first. The CM@Risk 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 City shall be free and clear of liens, claims, security interests, or encumbrances, in favor of the CM@Risk, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

d. THE CM@RISK FURTHER EXPRESSLY UNDERTAKES TO DEFEND THE INDEMNITEES, AT THE CM@RISK'S SOLE EXPENSE, AGAINST ANY ACTIONS, LAWSUITS, OR PROCEEDINGS BROUGHT AGAINST THE INDEMNITEES AS A RESULT OF LIENS OR VERIFIED CLAIMS FILED AGAINST THE WORK, THE SITE OF ANY OF THE WORK, THE PROJECT SITE AND ANY IMPROVEMENTS THEREON, PAYMENTS DUE THE CM@RISK, THE PROJECT BOND OR ANY PORTION OF THE PROPERTY OF ANY OF THE INDEMNITEES (REFERRED TO COLLECTIVELY AS "LIENS OR VERIFIED CLAIMS" IN THIS SECTION 9.3.d). THE CM@RISK HEREBY AGREES TO INDEMNIFY AND HOLD THE INDEMNITEES HARMLESS AGAINST ANY SUCH LIENS OR VERIFIED CLAIMS AND AGREES TO PAY ANY JUDGMENT OR LIENS OR VERIFIED CLAIMS RESULTING FROM ANY SUCH ACTIONS, LAWSUITS, OR PROCEEDINGS.

Section 9.4 Certificates for Payment

a. The Design Professional will, within seven (7) days after receipt of the CM@Risk's Application for Payment, either (1) issue to the City a "Certificate for Payment" in the full amount of the Application for Payment, with a copy to the CM@Risk; or (2) issue to the City a Certificate for Payment for such amount as the Design Professional recommends is properly due, and notify the CM@Risk and City of the Design Professional's reasons for withholding certification in part as provided in Section 9.5.a; or (3) withhold certification of the entire Application for Payment, and notify the CM@Risk and City of the Design Professional's reason for withholding certification in whole as provided in Section 9.5.a.

b. The issuance of a Certificate for Payment will constitute a representation by the Design Professional to the City, based on the Design Professional's evaluation of the Work and the data in the Application for Payment, that, to the best of the Design Professional's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the CM@Risk is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

completion, and to specific qualifications expressed by the Design Professional. However, the issuance of a Certificate for Payment will not be a representation that the Design Professional has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the City to substantiate the CM@Risk's right to payment; or (4) made examination to ascertain how or for what purpose the CM@Risk has used money previously paid on account of the Contract Price.

c. Certification will be issued for ninety-five percent (95%) of the amount requested by the CM@Risk and approved by the Design Professional to be properly due until the CM@Risk is ninety-five percent (95%) completed with the Work. Thereafter, the accumulated retainage may be held without additional retainage, except that, should the CM@Risk at any time fail to keep current with the approved progress schedule, fail to assure payment to Subcontractors, Sub-subcontractors and suppliers as required hereunder; or fail to promptly and diligently correct Work that does not comply with the Contract Documents, certification of ninety-five percent (95%) shall automatically again become effective and shall apply as long as the CM@Risk lags behind such progress or fails to assure such payment.

Section 9.5 Decisions to Withhold Certification

a. The Design Professional may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the City, if in the Design Professional's opinion the representations to the City required by Section 9.4.b cannot be made. If the Design Professional is unable to certify payment in the amount of the Application for Payment, the Design Professional will notify the CM@Risk and City as provided in Section 9.4.a. If the CM@Risk and Design Professional cannot agree on a revised amount, the Design Professional will promptly issue a Certificate for Payment for the amount for which the Design Professional is able to make such representations to the City. The Design Professional may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Design Professional's opinion to protect the City from loss for which the CM@Risk is responsible, including loss resulting from acts and omissions described in Section 3.3.b, because of any of the following:

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the City is provided by the CM@Risk;

.3 failure of the CM@Risk to make payments properly to Subcontractors, Sub-subcontractors and suppliers or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

.5 damage to the City or a Separate Contractor;

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

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

.7 repeated failure to carry out the Work in accordance with the Contract Documents;

.8 CM@Risk's failure to obtain necessary permits or licenses or to comply with applicable codes, regulations, or other laws;

.9 failure to fully execute the Contract with all associated documents as required;

.10 bond claims, or liens, filed for any portion of the Work; or

.11 failure of the CM@Risk to comply with any provisions of the Contract Documents, including without limitation Section 8.4.

b. Omitted.

c. When the reasons for withholding certification are removed, certification will be made for amounts previously withheld less all associated damages, costs and expenses, suffered or accrued by the City or Design Professional. In the event the Design Professional nullifies a previously issued Project Certificate for Payment, and the City has, prior to such nullification, paid thereon, the CM@Risk shall promptly reimburse to the City amounts the latter had previously paid pursuant to the nullified project Certificate for Payment. Alternately, the City may withhold payment in any subsequent Application for Payment, until and unless the reasons for nullification of the previously issued project Certificate for Payment have been remedied and all associated damages, costs, and expenses of City and Design Professional have been paid by the CM@Risk.

d. If the Design Professional withholds certification for payment under Section 9.5.a.3, the City may, at its sole option, issue joint checks to the CM@Risk and to any Subcontractor or supplier to whom the CM@Risk failed to make payment for Work properly performed or material or equipment suitably delivered. If the City makes payments by joint check, the City shall notify the Design Professional and the CM@Risk shall reflect such payment on its next Application for Payment.

e. The CM@Risk shall not stop work or terminate the Contract if the Design Professional should refuse to issue any certificate because the Application for Payment does not conform with the requirements of Sections 9.3, 9.4, 9.5 or any other portion of these General Conditions, as supplemented herein.

Section 9.6 Progress Payments

a. After the Design Professional has issued a Certificate for Payment, the City shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Design Professional.

b. The CM@Risk shall pay each Subcontractor, Sub-subcontractor and supplier, no later than ten (10) days after receipt of payment from the City the amount to which the Subcontractor, Sub-subcontractor and supplier is entitled, reflecting percentages actually retained from payments to the CM@Risk on account of the Subcontractor's, Sub-subcontractor's and supplier's portion of the Work, unless otherwise allowed by the provisions of the subcontract or by law. The CM@Risk shall notify City in advance and in writing of any payment(s) to be withheld from any Subcontractor. The CM@Risk shall, by appropriate agreement with each Subcontractor, Sub-subcontractor and supplier, require each to make payments to their Sub-subcontractors and suppliers in a similar manner.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

c. The Design Professional will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the CM@Risk and action taken thereon by the Design Professional and City on account of portions of the Work done by such Subcontractor.

d. The City has the right to request written evidence from the CM@Risk that the CM@Risk has properly paid Subcontractors and suppliers amounts paid by the City to the CM@Risk for subcontracted Work. If the CM@Risk fails to furnish such evidence within seven (7) days, the City shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the City nor Design Professional shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

e. The CM@Risk's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.b, 9.6.c and 9.6.d.

f. A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the City shall not constitute acceptance of any Work.

g. The CM@Risk shall not withhold from any Subcontractor sums due the Subcontractor for completed Work which has been paid for by the City unless allowed by the terms and conditions of the subcontract as stated in the Contract Documents or by law. The CM@Risk shall notify City in advance and in writing of any payment(s) to be withheld from any Subcontractor. Sums withheld by the City from the CM@Risk for deficiencies solely attributable to the CM@Risk shall not be grounds for the CM@Risk to withhold sums due to any Subcontractor. All sums paid to the CM@Risk for labor, materials, or equipment for the Work or Project shall be considered trust funds to be used by the CM@Risk for payment to those persons to the extent providing labor, materials and/or equipment incorporated into the Work or Project. Payments received by the CM@Risk for Work properly performed by Subcontractors and suppliers shall be held by the CM@Risk for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the CM@Risk for which payment was made by the City. However, notwithstanding the above, nothing contained herein shall require money to be placed in a separate account and not commingled with money of the CM@Risk, shall create any fiduciary liability or tort liability on the part of the CM@Risk for breach of trust or shall entitle any person or entity to an award of punitive damages against the CM@Risk for breach of the requirements of this provision.

h. PROVIDED THE CITY HAS FULFILLED ITS PAYMENT OBLIGATIONS UNDER THE CONTRACT DOCUMENTS, THE CM@RISK SHALL DEFEND AND INDEMNIFY THE CITY FROM ALL LOSS, LIABILITY, DAMAGE OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES AND LITIGATION EXPENSES, ARISING OUT OF ANY LIEN CLAIM OR OTHER CLAIM FOR PAYMENT BY ANY SUBCONTRACTOR OR SUPPLIER OF ANY TIER. UPON RECEIPT OF NOTICE OF A LIEN CLAIM OR OTHER CLAIM FOR PAYMENT, THE CITY SHALL NOTIFY THE CM@RISK. IF APPROVED BY THE APPLICABLE COURT, WHEN REQUIRED, THE CM@RISK MAY SUBSTITUTE A SURETY BOND FOR THE PROPERTY AGAINST WHICH THE LIEN OR OTHER CLAIM FOR PAYMENT HAS BEEN ASSERTED.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

i. To the extent CM@Risk has received payment in accordance with the terms of this Agreement, the CM@Risk agrees to keep the Work and the Site of the Project and all project bonds free and clear of all bond claim and verified claims related to labor and materials furnished in connection with the Work.

j. If the City is entitled to reimbursement or payment from the CM@Risk under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the City. Notwithstanding anything contained in the Contract Documents to the contrary, if the CM@Risk fails to promptly make any payment due the City, or if the City incurs any costs and expenses to cure any default of the CM@Risk or to correct defective Work, the City shall have an absolute right to offset such amount against the Contract Price and may, at the City's sole discretion, elect either to (i) deduct an amount equal to that which the City is entitled from any payment then or thereafter due the CM@Risk from the City, or (ii) issue a written notice to the CM@Risk reducing the Contract Price by an amount equal to that which the City is entitled.

Section 9.7 Failure of Payment

If the Design Professional does not issue a Certificate for Payment, through no fault of the CM@Risk, within seven (7) days after receipt of the CM@Risk's Application for Payment, or if the City does not pay the CM@Risk within the date established in the Contract Documents, the amount certified by the Design Professional, then the CM@Risk may, upon seven (7) additional days' written notice to the City and Design Professional, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Price shall be increased by the amount of the CM@Risk's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

Section 9.8 Substantial Completion

a. "Substantial Completion" is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use, all major systems are operational, and all safety features are completed and City's receipt of written confirmation after final inspections by the applicable electrical, plumbing, fire department, health department, and other local and state officials having jurisdiction, stating the project is ready for occupancy by the City. In addition to the other requirements of the Contract Documents, and without limitation, the CM@Risk must also have obtained the written approval and issuance of any occupancy permits required by the laws of local government(s) and the State of Texas before the CM@Risk shall be deemed to have achieved Substantial Completion.

b. When the CM@Risk considers that the Work, or a portion thereof which the City agrees to accept separately, is substantially complete, the CM@Risk shall prepare and submit to the Design Professional a comprehensive list of items to be completed or corrected prior to final payment. The CM@Risk shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the CM@Risk to complete all Work in accordance with the Contract Documents. The CM@Risk will also provide the Design Professional a comprehensive list of all claims previously and properly made in writing and identified by the CM@Risk as unsettled at the time of Substantial Completion.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

c. Upon receipt of the CM@Risk's list, the Design Professional will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Design Professional's inspection discloses any item, whether or not included on the CM@Risk's list, which is not sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work or designated portion thereof for its intended use, the CM@Risk shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Design Professional. In such case, the CM@Risk shall then submit a request for another inspection by the Design Professional to determine Substantial Completion.

d. When the Work or designated portion thereof is substantially complete, the Design Professional will prepare a "Certificate of Substantial Completion" that shall establish the date of Substantial Completion; establish responsibilities of the City and CM@Risk for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the CM@Risk shall finish all items on the list accompanying the Certificate of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

e. The Certificate of Substantial Completion shall be submitted to the City and CM@Risk for their written acceptance of responsibilities assigned to them in the Certificate of Substantial Completion. Upon such acceptance, the City shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

f. The CM@Risk's acceptance of payment per Section 9.8.e shall constitute a waiver for all purposes of all claims or causes of action by the CM@Risk against the City and the Design Professional, except those previously and properly made in writing and identified in the list provided by the CM@Risk as unsettled at the time of Substantial Completion per Sections 9.8.b.

Section 9.9 Partial Occupancy or Use

a. The City may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the CM@Risk, as such occupancy or use is consented to by the insurer, if required, provided it is authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the City and CM@Risk 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 CM@Risk considers a portion substantially complete, the CM@Risk shall prepare and submit a list to the Design Professional as provided under Section 9.8.b. Consent of the CM@Risk 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 City and CM@Risk or, if no agreement is reached, by decision of the City.

b. Immediately prior to such partial occupancy or use, the City, CM@Risk, and Design Professional shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

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

Section 9.10 Final Completion and Final Payment

a. Upon receipt of the CM@Risk's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Design Professional will promptly make such inspection. When the Design Professional finds the Work acceptable under the Contract Documents and the Contract fully performed, the Design Professional will promptly issue a final Certificate for Payment stating that the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the CM@Risk and noted in the final Certificate for Payment is due and payable. The Design Professional's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.b as precedent to the CM@Risk's being entitled to final payment have been fulfilled. All warranties and guarantees required under Exhibit V to the Agreement or otherwise required pursuant to the Contract Documents shall be assembled and delivered by the CM@Risk to the Design Professional as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Design Professional until all warranties and guarantees have been received and accepted by the City. "Final Completion" occurs when all the conditions of this Section and the Contract Documents are met as set forth herein.

b. Neither final payment nor any remaining retained percentage shall become due until the CM@Risk submits to the Design Professional and City; (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the City or City's property might be responsible or encumbered (less amounts withheld by the City) have been paid or otherwise satisfied; (2) a certificate evidencing that insurance required by the Contract Documents to remain in full force after final payment is currently in effect; (3) a written statement satisfactory to the City that the insurance will cover the period required by the Contract Documents; (4) consent of surety to final payment; (5) if required by the City, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the City; (6) certification by the CM@Risk that (i) all Work has been completed in accordance with the Contract Documents, (ii) the final Application for Payment includes all claims of the CM@Risk against the City arising in connection with the Project and constitutes a waiver and release of any and all claims not presented in that application except for claims arising out of third party actions, cross-claims and counterclaims, and (iii) the As Builts maintained by the CM@Risk pursuant to the Contract Documents and delivered to the City or Design Professional are complete and accurate in all respects; and (7)evidence of compliance with all requirements of the Contract Documents, such as notices, certificates, affidavits, or other requirements to complete obligations under the Contract Documents, including, but not limited to, (i) instruction of the City's representatives in the operation of mechanical, electrical, plumbing, and other systems; (ii) delivery of keys to the City with keying schedule (master, submaster, and special keys); (iii) delivery to the City of the CM@Risk's warranties as set forth in the Contract Documents and each written warranty and assignment thereof prepared in duplicate, certificates of inspections, and bonds for the Design Professional's

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

review and delivery to the City; (iv) delivery to the City of printed operating, servicing, maintenance and cleaning instructions for all Work (parts lists and special tools for mechanical and electrical work) in approved form; (v) delivery to the City of the As Builts; (vi) delivery to the City of a Final Waiver and Release of Liens covering all Work for itself and for each Subcontractor, vendor, and material supplier who furnished labor, materials, and services to the Work, executed by an authorized officer and duly notarized; (vii) delivery to the City of final waivers of lien from each subcontractor and material supplier who furnished labor, materials, and services to the Work, executed by their respective officers and duly notarized; and (viii) delivery of sales and use tax certificate number of the CM@Risk. In addition to the foregoing, all other submissions required by other Articles and Paragraphs of the Specifications and other Contract Documents shall be submitted to the City before approval of final payment. If a Subcontractor refuses to furnish a release or waiver required by the City, the CM@Risk may furnish a bond satisfactory to the City to indemnify the City against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the CM@Risk shall refund to the City all money that the City may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and attorneys' fees.

i. In addition to items listed in 9.10.b to be submitted before final payment will be made or remaining retainage released, CM@Risk shall deliver a permanent certificate of occupancy from local authorities having jurisdiction.

c. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the CM@Risk or by issuance of Change Orders affecting final completion, and the Design Professional so confirms, the City shall, upon application by the CM@Risk and certification by the Design Professional, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CM@Risk to the Design Professional prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

d. The making of final payment shall constitute a waiver of Claims by the City except those arising from

.1 bond claims, Claims, liquidated damages, security interests, or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents;

.3 terms of special warranties required by the Contract Documents;

.4 audits performed by the City, if permitted by the Contract Documents, after final payment; or

.5 gross negligence, willful misconduct, or fraudulent concealment in connection with the performance of the Contract.

e. Application for and acceptance of final payment by the CM@Risk, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee against the City or Design Professional except

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

those previously made in writing and identified by that payee arising after the waiver given at Substantial Completion payment described in Sections 9.8.b and 9.8.f.

f. In addition to any other damages, failure of the CM@Risk to achieve final completion within sixty (60) days after the specified date of Substantial Completion, subject to authorized extensions, will result in the CM@Risk being responsible for excess Design Professional's and other City's consultant(s)' fees beyond their original scope of services required to achieve final completion ("Excess Fees"). Excess Fees will be deducted from the amount due the CM@Risk.

Article 10. PROTECTION OF PERSONS AND PROPERTY

Section 10.1 Safety Precautions and Programs

The CM@Risk shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. CM@Risk's and all Subcontractors' Safety Programs shall comply with all applicable requirements of the Occupational Safety and Health Act of 1970, and all other applicable state, local, or federal laws or regulations.

Section 10.2 Safety of Persons and Property

a. The CM@Risk shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to all of the following:
   .1 employees on the Work and other persons who may be affected thereby;
   .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 CM@Risk, a Subcontractor, or a Sub-subcontractor; and
   .3 other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
b. The CM@Risk shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.
c. The CM@Risk shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The CM@Risk shall also be responsible, at the CM@Risk's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the CM@Risk.
d. When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the CM@Risk shall exercise utmost care and carry on such activities under supervision of properly qualified personnel, and the CM@Risk shall give the City and the Design Professional reasonable advance written notice of such planned activities.
e. The CM@Risk shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.a.2 and 10.2.a.3 caused in whole or in part by the CM@Risk, a Subcontractor, a Sub-

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

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 CM@Risk is responsible under Sections 10.2.a.2 and 10.2.a.3. The CM@Risk may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the City or Design Professional or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the CM@Risk. The foregoing obligations of the CM@Risk are in addition to the CM@Risk's obligations under Article 11 of the Contract.

f. The CM@Risk shall designate a responsible member of the CM@Risk's organization at the Site whose duty shall be the prevention of accidents. This person shall be the CM@Risk's superintendent unless otherwise designated by the CM@Risk in writing to the City and Design Professional.

g. The CM@Risk shall not permit any part of the construction or Site to be loaded so as to cause damage or create an unsafe condition.

h. Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

i. The CM@Risk shall immediately report in writing to the City and Design Professional all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious damages are caused, the accident shall be reported immediately electronically, as well as by telephone or messenger to the City and the Design Professional.

Section 10.3 Hazardous Materials and Substances

a. Hazardous materials include any material in such quantity, concentration, and physical or chemical characteristics including, but not limited to, ignitability or toxicity, so as to be capable of posing an unreasonable risk to health, safety and/or property if released into the atmosphere, transported, stored, or disposed of. The CM@Risk is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the CM@Risk encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Site by the CM@Risk, the CM@Risk shall, upon recognizing the condition, immediately stop Work in the affected area and notify the City and Design Professional of the condition in writing.

.1 For the purposes of this section, the following terms have the below meanings (however, each definition should be read as broadly as possible to incorporate similar hazardous materials or substances:

Asbestos: any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Petroleum: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), and including but not limited to oil, fuel oil, oil sludge, oil refuse, gasoline, diesel fuel, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

Hazardous Waste: any solid waste listed as hazardous or which possesses one or more hazardous characteristics.

b. Upon receipt of the CM@Risk's written notice, the City shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the CM@Risk and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the City shall furnish in writing to the CM@Risk and Design Professional the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The CM@Risk and the Design Professional will promptly reply to the City in writing stating whether or not either has reasonable objection to the persons or entities proposed by the City. If either the CM@Risk or Design Professional has an objection to a person or entity proposed by the City, the City shall propose another to whom the CM@Risk and the Design Professional have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the City and CM@Risk. By Change Order duly processed and approved, the Contract Time shall be extended appropriately, and the Contract Price shall be increased by the amount of the CM@Risk's reasonable additional costs of shutdown, delay, and start-up, both as specified in Article 7. The term "rendered harmless" shall be interpreted to mean, without limitation that levels of hazardous materials, including, but not limited to, asbestos and polychlorinated biphenyls, are less than any applicable exposure standards set forth in OSHA regulations. In no event, however, shall the City have any responsibility for any substance or material that is brought to the Project Site by the CM@Risk, any Subcontractor, any material supplier, or any entity for whom any of them is responsible. The CM@Risk agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or made up of any items that are hazardous or toxic.

c. Omitted.

d. The City shall not be responsible under this Section 10.3 for hazardous materials or substances the CM@Risk brings to the Site unless such materials or substances are required by the Contract Documents. The City shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the CM@Risk's fault or negligence in the use and handling of such materials or substances.

e. Omitted.

f. THE CM@RISK SHALL INDEMNIFY THE CITY FOR THE COST AND EXPENSE THE CITY INCURS (1) FOR REMEDIATION OF A MATERIAL OR SUBSTANCE THE CM@RISK BRINGS TO THE SITE AND NEGLIGENTLY HANDLES, OR (2) WHERE THE CM@RISK FAILS TO PERFORM ITS OBLIGATIONS UNDER SECTION 10.3.a, EXCEPT TO THE EXTENT THAT THE COST AND EXPENSE ARE DUE TO THE CITY'S FAULT OR NEGLIGENCE.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Section 10.4 Emergencies

In an emergency affecting safety of persons or property, the CM@Risk shall act, at the CM@Risk's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the CM@Risk on account of an emergency shall be determined as provided in Article 15 and Article 7.

Section 10.5 Site Visits

Anyone other than the City's designated representatives, the Design Professional, the Design Professional's consultants, and the City's other consultants visiting the job site who is not employed by a CM@Risk shall be required to register with the CM@Risk's site office before proceeding onto the job site.

Article 11. Omitted.

Article 12. UNCOVERING AND CORRECTION OF WORK

Section 12.1 Uncovering of Work

a. If a portion of the Work is covered contrary to the Design Professional's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Design Professional, be uncovered for the Design Professional's examination and be replaced at the CM@Risk's expense without change in the Contract Time.
b. If a portion of the Work has been covered that the Design Professional has not specifically requested to examine prior to its being covered, the Design Professional may request to see such Work and it shall be uncovered by the CM@Risk. If such Work is in accordance with the Contract Documents, the CM@Risk shall be entitled to an equitable adjustment to the Contract Price and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the CM@Risk's expense.

Section 12.2 Correction of Work

a. Before Substantial Completion

The CM@Risk shall promptly correct Work rejected by the Design Professional or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, specifically including but not limited to additional testing and inspections, the cost of uncovering and replacement; the cost of any additional supervision, material, labor, equipment, rental charges, home office overhead, and other expenditures necessitated to both rectify the non-complying conditions, protect adjacent Work of both the CM@Risk and the Project, and restore Work by the CM@Risk and others necessarily damaged in the course of rectifying the non-complying conditions; as well as compensation for the Design Professional's services and expenses made necessary thereby, shall be at the CM@Risk's expense.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

i. If prior to the date of Substantial Completion the CM@Risk, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the CM@Risk shall cause such item to be restored to "like new" condition at no expense to the City. In addition, the CM@Risk shall promptly remedy damage and loss arising in conjunction with the Project caused in whole or in part by the CM@Risk, a Subcontractor, a Sub-subcontractor, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable or for which the CM@Risk is otherwise responsible.

b. After Substantial Completion

i. In addition to the CM@Risk's obligations under Exhibit V, if, within two years after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.a, or by terms of any applicable special warranty required by the Contract Documents, or within such longer period of time as may be prescribed by law, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the CM@Risk shall correct it promptly after receipt of notice from the City to do so, unless the City has previously given the CM@Risk a written acceptance of such condition. The City shall give such notice promptly after discovery of the condition. If the condition is reasonably discoverable, during the two-year period for correction of Work, and the City fails to notify the CM@Risk and give the CM@Risk an opportunity to make the correction, the City waives the rights to require correction by the CM@Risk and to make a claim for breach of warranty. If the CM@Risk fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the City or Design Professional, the City may correct it in accordance with Section 2.13, and charge the reasonable costs to the CM@Risk.

ii. The two-year period for correction of Work shall also be extended by the period of time between Substantial Completion and the actual completion of the corrective work performed by the CM@Risk pursuant to this Section 12.2, but only with respect to the corrected portions of the Work.

iii. Omitted.

c. Omitted.

d. The CM@Risk shall bear the cost of correcting destroyed or damaged construction of the City or Separate Contractors, whether completed or partially completed, caused by the CM@Risk's correction or removal of Work that is not in accordance with the requirements of the Contract Documents. These costs specifically include, but are not limited to such additional supervision, material, labor, equipment rental charges, home office overhead, and other expenditures necessitated to rectify the non-complying conditions, protect adjacent Work, and restore Work by the CM@Risk and others necessarily damaged in the course of rectifying the non-complying conditions.

e. Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the CM@Risk has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.b relates only to the

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

specific obligation of the CM@Risk 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 CM@Risk's liability with respect to the CM@Risk's obligations other than specifically to correct the Work.

f. The CM@Risk's obligations under this Section 12.2 shall, without limitation, survive acceptance of the Work under the Contract and termination of the Contract.

Section 12.3 Acceptance of Nonconforming Work

If the City prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. In the event final payment has been made by the City subsequent to accepting such non-conforming Work, the CM@Risk shall pay the City for the reduction in the Contact Sum occasioned by such acceptance.

Article 13. MISCELLANEOUS PROVISIONS

Section 13.1 Omitted.

Section 13.2 Omitted.

Section 13.3 Rights and Remedies

a. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
b. No action or failure to act by the City, Design Professional, or CM@Risk shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

Section 13.4 Quality Management Tests and Inspections

a. Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the CM@Risk shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the City, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The CM@Risk shall give the Design Professional timely notice of when and where tests and inspections are to be made so that the Design Professional may be present for such procedures. The City shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The City shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require. As required by the provisions of Texas Government

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Code, Section 2269.058(a), as amended, the City shall provide or contract for the construction materials engineering, testing, and inspection services and the verification testing services necessary for acceptance of the facility by the City. To the extent that any of the provisions of this Section 13.4 or other provisions of this Agreement conflict with any of the provisions of Section 2269.058(a), as amended, such conflict is unintentional, and the provisions of the Texas Government Code shall control.

b. If the Design Professional, City, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.a, the Design Professional will, upon written authorization from the City, instruct the CM@Risk to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the City, and the CM@Risk shall give timely notice to the Design Professional of when and where tests and inspections are to be made so that the Design Professional may be present for such procedures. Such costs, except as provided in Section 13.4.c, shall be at the City's expense.
c. If such procedures for testing, inspection, or approval under Sections 13.4.a and 13.4.b reveal failure of the portions of the Work to comply with requirements established by the Contract Documents ("Failed Work"), all costs made necessary by the Failed Work, including those of repeated procedures and compensation for the Design Professional's services and expenses and all costs specified in Section 12.2 shall be at the CM@Risk's expense. The CM@Risk also agrees all costs of testing, inspection, and approval services required for the correction of the Failed Work and the cost of such similar services related to remedial operations performed to the Failed Work shall be borne by the CM@Risk.
d. Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the CM@Risk and promptly delivered to the Design Professional.
e. If the Design Professional is to observe tests, inspections, or approvals required by the Contract Documents, the Design Professional will do so promptly and, where practicable, at the normal place of testing.
f. It is the intent of the Construction Documents to require the CM@Risk to control the quality of the Work using the processes specified in the CM@Risk's Quality Management, Commissioning, and Turnover Plan contained within the most recent Construction Management Plan approved by the City and Design Professional. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work and shall conform to the most recently approved CM@Risk's Construction Schedule.
g. The responsibility for implementing the Quality Management, Commissioning and Turnover Plan is the CM@Risk's, as is the obligation to provide the Work and a complete and functional project per the Contract Documents. Notwithstanding anything herein, or in subsequently approved Quality Management, Commissioning and Turnover Plans, the City's review and Design Professional's approval of such plan(s) does not relieve the CM@Risk in any way of this responsibility.
h. The CM@Risk shall be in charge of scheduling; re-scheduling (when required); and confirming adequate distribution of reports and other findings from all testing and inspections of the Work. This responsibility includes, but is not limited to, scheduling the testing services of a certified testing laboratory which, by statute shall be contracted to and paid for by the City. The certified testing laboratory shall be acceptable to the Design Professional; and shall perform the tests as

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

called for in the Contract Documents. The conditions that apply to materials testing and inspections include, but are not limited to the following:

.1 The frequency and type of Quality Control testing shall be established by the CM@Risk and shall be sufficient to insure the delivery of the Work and a complete and functional project per the Contract Documents. The type and amount of testing required by the Contract Documents shall be seen as the minimums required, and shall be increased, if in the opinion of the CM@Risk, more testing is needed to meet the requirements of the CM@Risk.

.2 The CM@Risk shall concurrently provide the Design Professional copies of all test results it receives within three (3) business days of receipt of same.

.3 The City shall provide such Quality Assurance testing as it and the Design Professional mutually agree to be adequate for their own needs. The City shall distribute the results of its own Quality Assurance tests as it, at its sole discretion, deems appropriate. The provision of Quality Assurance testing by the City, or lack thereof shall in no manner affect the responsibilities of the CM@Risk or Design Professional under this Agreement.

i. The CM@Risk shall facilitate and conduct weekly (or more frequent if necessary) meetings on Site for the coordination of all mechanical, electrical and special systems installation activities and possible interference(s) above ceilings, in mechanical rooms, etc. The mechanical trades shall typically have preference in the event of conflicts, and therefore the mechanical contractor's coordinator will usually lead each meeting, unless the CM@Risk decides another trade or the CM@Risk should take the lead. The Design Professional shall be informed of the meetings at least seven (7) days in advance, and the appropriate Design Professional's consultants should be invited to attend by the CM@Risk, as supplemented and coordinated by the Design Professional.

j. The CM@Risk's Quality Management, Commissioning and Turnover Plan shall specify that prior to completion and acceptance of any building system or phase, consistent with the Contract and applicable codes and CM@Risk will review, in detail, the steps for completing testing of all building systems with the City and Design Professional. This plan shall be coordinated with and shall be made part of the CM@Risk's Construction Schedule. All testing shall be of each complete system, before covering, or of individually separable larger portions of each system and shall be performed in the presence of the appropriate City's and Design Professional's consultant(s), representatives of the City, and at its option, either or both the Design Professional.

k. When heating, air conditioning, ventilating, exhaust, or other items of mechanical, electrical or other similar equipment are installed, or other systems or equipment requiring testing as may be specified in the CM@Risk's Quality Management, Commissioning and Turnover Plan, it shall be the responsibility of the CM@Risk, Subcontractor or Sub-subcontractor installing such equipment to operate it for a period of time satisfactory to the City prior to acceptance and before the start of warranty. The duration of such operation shall be as the City, City's consultant(s), Design Professional's consultant(s), City' employees and other City's representatives (the "Turnover Team") shall reasonably require for proper testing of the respective system and thorough instruction of the City's operating personnel.

l. All equipment, testing instruments, instruction materials and incidentals required for proper testing of such systems and thorough instruction of the City's operating personnel on each system's operations and maintenance shall be provided by the CM@Risk, Subcontractor or Sub-

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

subcontractor responsible for providing and installing the equipment. Such tests and instruction shall be in meetings held solely for this purpose (the "Turnover Meetings"), which shall be coordinated and managed by the CM@Risk, who shall show their dates in the CM@Risk's Construction Schedule at least sixty (60) days prior to occurrence. The CM@Risk shall schedule the Turnover Meetings at times reasonably convenient for the City's consultant(s), Design Professional's consultant(s), City's employees and other City's representatives that the City and Design Professional agree are necessary to attend for each system. The Design Professional may attend such Turnover Meetings at its discretion.

m. The CM@Risk shall provide a digital video record to the City, with copies to the Design Professional of all meetings for the purpose of City operational staff instruction or training; as well as commissioning of equipment. These videos will become a permanent part of all Operations and Maintenance manuals as applicable.
n. The CM@Risk shall prepare a digital video record of the project for the City with copies to the Design Professional at such stages as shall be indicated by the Design Professional for the purpose of documenting the location of piping, conduit, equipment, or other construction to be concealed at a later date; recording key inspections and tests; providing evidence of unforeseeable conditions encountered by the CM@Risk on Site; and other construction issues as the Design Professional may reasonably require from time to time.
o. The CM@Risk shall layout and mark any plantings, shrubs and trees which will require removal a minimum of five (5) business days prior to their removal. The CM@Risk shall notify the Design Professional in writing immediately upon completion of this marking, and the Design Professional will have the location of these marked plantings, shrubs and trees reviewed and approved (if correct) by the City. The Design Professional will then give permission for removal in writing to the CM@Risk. Plantings, shrubs, and trees shall not be removed or damaged without such permission.

Section 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest as set forth in the provisions of Texas Government Code, Chapter 2251, as amended, or its successor statute.

Section 13.6 Time Limits on Claims

The City and CM@Risk shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than ten (10) years after the date of Substantial Completion of the Work.

Section 13.8 Measurement

Before ordering any material or doing any Work, the CM@Risk shall verify all measurements for Work completed at the Project and shall be responsible for their accuracy. Any differences found shall be submitted to the Design Professional for consideration before proceeding with the Work. The CM@Risk shall use its utmost efforts to identify discrepancies in dimensions in a timely fashion and notify the City and Design Professional of these prior to commencing any Work affected by the ambiguous dimensions.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

No extra charge or compensation shall be allowed because of differences between actual measurements and the dimensions indicated on the Drawings.

Section 13.9 Expediting Materials

The CM@Risk shall immediately, after receipt of Notice to Proceed and approval of the list of Subcontractors and material suppliers, place orders for all equipment, materials, and supplies required for the Work, and shall submit to the Design Professional evidence that such orders have been placed in accordance with the CM@Risk's Construction Schedule.

Section 13.10 Addressing the City's Additional Needs and Concerns

a. Notwithstanding the above, the City has a unique set of stakeholders and organizational structure that creates special challenges the CM@Risk must completely and successfully address to the satisfaction of the City and Design Professional in the performance of the Work under this Agreement. The actions that shall be taken to address these special challenges include, but are not limited to, the following:

.1 The CM@Risk shall provide the superintendent once per month for a scheduled meeting with the City for a progress update on the project if requested by the City. A walk-through of the Site may be held as a part of this meeting, which shall be scheduled by mutual agreement during regular business hours.

.2 The CM@Risk may be required to provide the superintendent for one meeting per month with the Design Professional for the purpose of assisting the City in preparing City Council agenda items and assisting City staff in preparing presentations to the City Council for the benefit of the public. The actual preparation and submission of the City Council of any agenda or work session item shall be performed by the City.

.3 In addition to the meetings required to complete the Project, it is anticipated the City may request tours from time to time of the Project and the Site. The CM@Risk shall indicate in writing when such activity will be permitted and when the Site is off limits. These requirements shall be coordinated through the City.

Section 13.11 Additional Provisions

a. In the event that any provision herein is held to be unlawful, against public policy, or a violation of the Charter or Ordinances of the Denton City, Texas, such provision shall be modified to make it valid, or if modification is not possible, such provision shall be deleted and the remainder of this Agreement shall remain in full force and effect.
b. Each party hereto agrees to, without limitation, perform all acts; provide all services, material, equipment, labor and supervision; and to make, execute, and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of the Contract Documents.
c. All exhibits referred to in the Contract Documents are, by reference, incorporated herein for all purposes.
d. The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of the Contract Documents.

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e. Any specific requirement in this Contract that require responsibilities or obligations of the CM@Risk also apply to a Subcontractor is added for emphasis and is also hereby deemed to include a Subcontractor, Sub-subcontractor or supplier of any tier. The omission of a reference to a Subcontractor in connection with any of the CM@Risk's responsibilities or obligations shall not be construed to diminish, abrogate, or limit any responsibilities or obligations of a Subcontractor, Sub-subcontractor or supplier of any tier under the Contract Documents or the applicable subcontract.

f. The provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a written document signed by City. No person is authorized on behalf of City to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the CM@Risk's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the CM@Risk shall be limited to the specific material restated in the written document signed by City and shall not relieve CM@Risk of any other of the duties and obligations under the Contract Documents.

g. The CM@Risk shall provide and file, as required by law, all notices required or permitted by the laws of the state in which the Project is located for protection of City from liens and claims of lien if permitted or required by applicable law. CM@Risk shall be responsible for filing in the appropriate court or other governmental office records all such notices as required or permitted by the laws of the state in which the Project is located.

h. The CM@Risk shall provide City with copies of all notices received by CM@Risk from Subcontractors, Sub-subcontractors, and/or suppliers to CM@Risk.

i. The City is a Texas home-rule municipality and as such is generally exempt from taxation under Texas law, which may include the purchase of items, materials, or supplies purchased on behalf of the City for this public works project. CM@Risk shall confirm that the City is exempt before paying taxes for items, materials, or supplies that may not be lawfully charged to the City.

j. City affirmatively represents that its governing body has duly appropriated such sums which are equal to or in excess of the contract amount, and that such contract amount may be lawfully paid by City to CM@Risk subject to the terms and conditions of the Contract Documents. In the event that City approves a Change Order, Construction Change Directive or other additional compensable Work to be performed by CM@Risk, (other than that contemplated by the Contract Documents under any remedy-granting provision), City will issue a written assurance at the time of such approval that such additional compensation to be paid has also been duly appropriated by the City's governing body.

k. In the event the City is required to further advertise the completion of the Work or the Project under any local, state or Federal law, the CM@Risk shall notify the City and Design Professional of such requirement(s) in writing not less than thirty (30) days in advance and attach a copy of the specific advertising and noticing required.

l. The CM@Risk shall, in addition to compliance with the requirements of Section 3.7.f and without limitation, not knowingly employ or contract with an illegal alien to perform any of the Work under this Agreement. The CM@Risk shall not knowingly contract with a Subcontractor that (i) knowingly employs or contracts with an illegal alien to perform work under this Agreement or (ii) fails to certify to the CM@Risk that the Subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

i. The CM@Risk shall comply with any reasonable request of the Texas Workforce Commission made in the course of an investigation pursuant to state law.

ii. In addition to any other legal or equitable remedy, and notwithstanding anything to the contrary in the Contract Document the City may be entitled to for a breach of the Agreement, if the City terminates this Agreement, in whole or in part, due to CM@Risk's breach of the obligations set forth above in this Section 13.11.l CM@Risk shall be liable for actual and consequential damages to the City.

m. It is the express intention of the parties that this Agreement is not to be construed as a waiver of any immunities or defenses of the City under Texas law.

n. Notwithstanding any other provision in the Contract Documents to the contrary, public property is protected from forced sale and therefore may not be made the subject of a mechanic's lien. Nothing in the Contract Documents shall be construed to allow a mechanic's lien on public property owned by the City. The City does not waive its immunities or right to object to or contest such a lien.

Article 14. Omitted.

Article 15. CLAIMS AND DISPUTES

Section 15.1 Claims

a. Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the City and CM@Risk arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.a does not require the City to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

b. Time Limits on Claims

The City and CM@Risk shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the dispute resolution method selected in the Agreement and within the period specified by applicable law.

c. Notice of Claims

Claims by either the City or CM@Risk must be initiated by written notice to the other party with a copy sent to the Design Professional, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall cooperate with the Design Professional and the party against whom the claim is made in any effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by either party must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

i. Claims Made After Final Payment
After final payment, Claims made by the CM@Risk that have not otherwise been waived pursuant to this Contract, must be initiated within one hundred and eighty (180) days from the date of final payment by written notice to the City as a condition precedent to the CM@Risk's right to sue on the Contract.

ii. Claims by either the City or CM@Risk, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.b, shall be initiated by notice to the other party.

d. Continuing Contract Performance

i. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 9 of the Contract, the CM@Risk shall proceed diligently with performance of the Contract and the City shall continue to make payments in accordance with the Contract Documents.

e. Claims for Additional Cost

If the CM@Risk wishes to make a Claim for an increase in the Contract Price, notice as provided in Section 15.1.c shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. Damages available to the CM@Risk are limited to those set forth in the Texas Local Government Code, Subchapter I, Section 271.153 or its successor statute(s).

f. Claims for Additional Time

i. If the CM@Risk wishes to make a Claim for an increase in the Contract Time, the CM@Risk shall provide written notice as required by Sections 8.3.d. and 8.3.e.

ii. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented in accordance with Section 8.3.e.

g. Waiver of Claims for Consequential Damages

The CM@Risk and City waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the City for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the CM@Risk for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 9 of the Contract. Nothing contained in this Section 15.1.g shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

Section 15.2 Initial Decision
Omitted.

Section 15.3 Mediation

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

a. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to precedent to filing suit in a state district court having competent jurisdiction per the Contract Documents. If a statute of limitations is at issue, then suit may be filed by either party to toll the statute, but the suit shall then be stayed pending completion of the agreed mediation. If the parties cannot agree on a mediator, then the court may appoint one upon application of either party.

b. The parties shall endeavor to resolve their Claims by mediation. A request for mediation, shall be made in writing, delivered to the other party to the Contract.

c. Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings.

d. The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Written agreement(s) reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

EXHIBIT G - PREVAILING WAGE RATES

"General Decision Number: TX20260243 01/02/2026

Superseded General Decision Number: TX20250243

State: Texas

Construction Type: Building

County: Denton County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/02/2026

ASBE0021-011 06/01/2025

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	$ 33.23	7.52

BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 33.17	24.92

CARP1421-002 10/01/2023

	Rates	Fringes
MILLWRIGHT	$ 32.02	11.27

ELEV0021-006 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC	$ 51.93	38.435+a+b

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane	$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above	$ 28.75	10.60
(3) Hydraulic cranes 59		

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Tons and under	$ 32.35	13.10

IRON0263-005 06/01/2025

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND STRUCTURAL)	$ 29.64	8.43

PLUM0100-008 11/01/2024

	Rates	Fringes
HVAC MECHANIC (HVAC Unit Installation Only)	$ 39.76	14.04

SUTX2014-019 07/21/2014

	Rates	Fringes
BRICKLAYER	$ 19.89	0.00
CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation	$ 19.25	0.00
CAULKER	$ 16.63	0.00
CEMENT MASON/CONCRETE FINISHER	$ 12.93	0.00
DRYWALL HANGER AND METAL STUD INSTALLER	$ 15.42	0.00
ELECTRICIAN (Alarm Installation Only)	$ 18.83	3.32
ELECTRICIAN (Communication Technician Only)	$ 19.98	3.64
ELECTRICIAN (Low Voltage Wiring Only)	$ 15.80	2.18
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound and Communication Systems	$ 18.82	0.83
FORM WORKER	$ 12.13	0.00
GLAZIER	$ 16.55	3.13
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 10.04	2.31
INSTALLER - SIDING (METAL/ALUMINUM/VINYL)	$ 14.74	0.00
INSTALLER - SIGN	$ 15.61	0.00
INSULATOR - BATT	$ 13.00	0.00
IRONWORKER, REINFORCING	$ 14.02	0.00
LABORER: Common or General	$ 11.76	0.00

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

LABORER: Mason Tender - Brick	$ 10.54	0.00
LABORER: Mason Tender - Cement/Concrete	$ 10.75	0.00
LABORER: Pipelayer	$ 13.00	0.35
LABORER: Plaster Tender	$ 12.22	0.00
LABORER: Roof Tearoff	$ 11.28	0.00
LABORER: Landscape and Irrigation	$ 12.50	0.48
LATHER	$ 16.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 12.83	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 13.93	0.00
OPERATOR: Bulldozer	$ 18.29	1.31
OPERATOR: Drill	$ 15.69	0.50
OPERATOR: Forklift	$ 13.21	0.81
OPERATOR: Grader/Blade	$ 12.48	0.00
OPERATOR: Loader	$ 13.46	0.85
OPERATOR: Mechanic	$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 18.44	0.00
OPERATOR: Roller	$ 15.04	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	$ 13.21	2.33
PAINTER: Drywall Finishing/Taping Only	$ 13.76	2.84
PIPEFITTER, Excludes HVAC Pipe Installation	$ 22.98	6.35
PLASTERER	$ 15.75	0.00
PLUMBER (HVAC Pipe Installation Only)	$ 22.16	5.46
PLUMBER, Excludes HVAC Pipe Installation	$ 20.84	4.74
ROOFER	$ 17.19	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 20.88	5.19
SHEET METAL WORKER, Excludes HVAC Duct Installation	$ 24.88	5.97

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

SPRINKLER FITTER (Fire Sprinklers).....$ 22.94 0.00

TILE FINISHER.....$ 11.22 0.00

TILE SETTER.....$ 14.25 0.00

TRUCK DRIVER: 1/Single Axle Truck.....$ 16.40 0.81

TRUCK DRIVER: Dump Truck.....$ 12.39 1.18

TRUCK DRIVER: Flatbed Truck.....$ 19.65 8.57

TRUCK DRIVER: Semi-Trailer Truck.....$ 12.50 0.00

TRUCK DRIVER: Water Truck.....$ 12.00 4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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)).

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the 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.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION
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Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

"General Decision Number: TX20260016 01/02/2026

Superseded General Decision Number: TX20250016

State: Texas

Construction Type: Heavy

County: Denton County in Texas.

Heavy Construction, Including Treatment Plants (Does not include water/sewer lines)

Modification Number	Publication Date
0	01/02/2026

ASBE0021-003 06/01/2025

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Includes application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems)	$ 33.23	7.52

ELEC0020-004 06/01/2025

	Rates	Fringes
Electricians:		
Cable Splicer	$ 29.81	8.84
Electrician	$ 39.75	11.67

ELEC0220-001 06/02/2024

	Rates	Fringes
Line Construction:		
CABLE SPLICERS	$ 17.12	14.5%+3.75
EQUIPMENT OPERATORS	$ 25.83	20.50%+7.75
GROUNDMAN	$ 19.28	4.5%+7.80
LINEMAN	$ 41.31	20.5%+7.25
TRUCK DRIVER	$ 23.14	9.5%+7.25

ENGI0178-001 06/01/2020

	Rates	Fringes
Cranes:		
Hydraulic Crane (35 ton & under)	$ 32.35	13.10
Hydraulic over 35 tons,Derricks, Overhead Gentry,Stiffleg,Tower,etc., and Cranes with Piledriving or Caisson attachements	$ 32.60	13.10

IRON0263-010 06/01/2025

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

	Rates	Fringes
Ironworkers:		
Reinforcing & Structural	$ 29.64	8.43

PLUM0100-002 11/01/2024

	Rates	Fringes
Plumbers and Pipefitters	$ 39.76	14.04

SHEE0068-002 11/01/2012

	Rates	Fringes
Sheet metal worker	$ 27.64	8.84

SUTX1990-039 08/01/1990

	Rates	Fringes
CARPENTER	$ 10.536	
Concrete Finisher	$ 9.603	
Form Builder	$ 8.036	
Form Setter	$ 9.578	
Laborers:		
Common	$ 7.25	
Utility	$ 7.25	
Pipelayer	$ 7.961	
Power equipment operators:		
Backhoe	$ 10.971	
Bulldozer	$ 9.942	
Front end loader	$ 10.771	
Mechanic	$ 9.88	
Motor Grader	$ 11.633	
Oiler	$ 9.183	
Scraper	$ 8.00	
TRUCK DRIVER	$ 7.465	

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

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

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.

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

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weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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:

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION
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Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

EXHIBIT V – WARRANTY (VERTICAL PROJECTS VERSION)

V.1 Warranty

V.1.1 The CM@Risk warrants to the City and Design Professional that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The CM@Risk further warrants that the Work will conform with the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The CM@Risk's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the CM@Risk, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Design Professional, the CM@Risk shall furnish satisfactory evidence as to the kind and quality of materials and equipment. **THE CM@RISK SHALL DEFEND AND HOLD THE CITY HARMLESS AGAINST ANY CLAIM, DEMAND, LOSS, OR DAMAGE BY ANY BREACH OF THIS WARRANTY, AND CM@RISK ACKNOWLEDGES IT SHALL NOT LIMIT SUCH WARRANTY BY ANY OTHER PROVISION OF THIS AGREEMENT.**

V.1.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the City and shall commence in accordance with Section 9.8.4.

V.1.3 When written warranties are specified, the document shall include the following information:

Name and address of Project and City;
Article, materials, or systems covered;
Name and address of Installer;
Name and address of CM@Risk; and
Signature of individual authorized to sign contracts for the company issuing the warranty.

V.1.4 The following minimum warranty terms shall be incorporated:

.1 Duration shall be two years or as otherwise specified, dated from the Date of Substantial Completion;

.2 The article, material or system is free from defective materials and workmanship;

.3 Costs of repair or replacement shall not accrue to the City, including, without limitation, repair or replacement of other work disturbed by, or because of, repair or replacement; and

.4 The warranty period of two year, or as otherwise specified, shall recommence upon the identification and completion by CM@Risk and acceptance by City of any warranty claim during the initial two-year (2) warranty period.

V.1.5 Warranties which are provided by a manufacturer for its product shall be received by the CM@Risk, filled out and filed with the manufacturer or other appropriate entity in coordination with the City. Certificates or registration stubs shall be included with the record documents submitted for the City upon completion of the Work. The City shall administrate manufacturer's warranties/guarantees after expiration of the CM@Risk's warranty.

V.1.6 Temporary or trial usage by the City of any mechanical device, machinery, apparatus, equipment, or any work or material supplied under the Contract Documents before final completion and written acceptance by the Design Professional and City shall not be construed as evidence of the Design Professional's or the City's acceptance of same, or the commencement of any warranty periods.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

V.1.7 The City has the privilege of such temporary or trial usage, for such reasonable time as the City, or the Design Professional deem proper. The CM@Risk shall make no claims for damage or injury to, or breaking of, any parts of such work which may be caused by weakness or insufficiency of structural parts, or by defective materials or workmanship.

V.1.8 The CM@Risk may, without cost to the City, make such trial usage. However, trials shall only be conducted with the Design Professional's prior approval and under its observation as may be required by either of them. Equipment and/or materials shall be replaced or returned to “as new” condition prior to acceptance by the City.

V.1.9 The CM@Risk agrees to assign to the City at the time of final completion of the Work any and all manufacturer’s warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer’s warranties.

V.1.10 If necessary as a matter of law, the CM@Risk may retain the right to enforce directly any such manufacturers’ warranties during the two (2) year period following the date of Substantial Completion.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

EXHIBIT W – USE of the SITE, DELIVERY & STORAGE

The CM@Risk shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

W.1 The CM@Risk shall coordinate the CM@Risk's operations with, and secure the approval of, the City before using any portion of the site.

W.2 The CM@Risk shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, all persons at the Project site; all property at the Project site; and all persons or property adjacent thereto, which includes, but is not limited to, the all the following duties and acknowledgements:

.1 The CM@Risk acknowledges the Project site comprises and/or may be adjacent to existing structures and that these site areas may be occupied during the performance of some portions of this Contract;

.2 The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause interference with adjacent stakeholders or create hazardous conditions;

.3 The CM@Risk shall be responsible for the mitigation and/or abatement of all noise, dust, fumes, traffic, or other by-product of construction activity that, in the opinion of the City, have an adverse effect on the quality of life or productivity for Project stakeholders, the City's current operations, or the City's employees. Such mitigation and/or abatement shall be performed in manner and with a result completely and wholly acceptable to the City;

.4 The CM@Risk shall control its personnel and the Subcontractors on site, especially regarding the use of alcohol or profanity, dressing in an inappropriate manner, parking in an inappropriate place, or other activities deemed to be inappropriate, to the satisfaction of the City. Repeat offenses will cause the City or Design Professional to require, through the CM@Risk, the temporary or permanent removal of the offending individuals, Subcontractor(s) or Sub-subcontractor(s) from the site;

.5 The CM@Risk shall furnish and maintain sufficient sanitary facilities for its own forces and those of any Subcontractor or Sub-subcontractor. The facilities of any existing, nearby buildings will not be available for construction use; and

.6 The CM@Risk is advised that the project site area is subject to, among other inclement weather, unpredictable and high winds. When all or a portion of the Work is suspended for any reason, the CM@Risk shall securely fasten down all coverings and stored materials on site and fully protect the Work, as necessary, from injury or damage by any cause and to prevent possible damage caused by flying materials and debris.

W.3 The CM@Risk shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas, which includes, but is not limited to, all of the following duties:

.1 The access to the site shall be maintained in compliance with all local, state, and Federal code and life safety requirements for ingress by first responders and other similar emergency requirements;

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

.2 The CM@Risk shall inform the City, Design Professional, Program Manager and any officials referenced in Section W.5 in writing a minimum of thirty (30) calendar days prior to any disruption of access, specifically and graphically showing the nature of the disruption, as well as the hours it will be disrupted. Such disruption will be subject to City's and Design Professional's approval, such approval not to be unreasonably withheld;

.3 The City shall be responsible for storm related debris and snow removal to the limits of the construction site only so far that the CM@Risk will have access to the entrance to the construction area; and

.4 Storm related debris and snow removal within the limits of work and/or for the purpose of performing and protecting work by individual contractors is the duty of the CM@Risk.

W.4 During the performance of the Work, the CM@Risk, its Subcontractors, Sub-subcontractors, suppliers and their employees agree they shall:

.1 Use such entrances to the construction site that may be designated by the City;

.2 Perform the Work at such times of the day and days of the week as may be designated by the City; and

.3 Accept that these entrances and times may be reviewed and changed from time to time by the City.

W.5 The CM@Risk shall notify all public utility companies a minimum of two (2) business days prior to the commencement of any work by it or its Subcontractors in the vicinity of the utilities. No work shall commence until the utilities have been located and staked by the utility company or written consent from the City to proceed has been given to the CM@Risk. If the utility service must be interrupted, the CM@Risk shall, at CM@Risk's sole cost and expense, notify the head of the local administrative services (by way of example only, and without limitation, the City manager, the mayor, the City or County clerk, etc. as applicable) and the utility users affected by the interruption. Such notice shall consist of direct written communication, publication in a local newspaper, and/or announcement on local radio or television stations, whichever is most reasonably calculated to give the most effective notice to such utility users.

W.6 The CM@Risk shall exercise due diligence in seeing that all equipment, material, and supplies are delivered in advance of the time they are needed on the job and shall properly store and protect same at the CM@Risk's expense.

W.7 Notwithstanding any other provision herein, the CM@Risk shall take all necessary measures to store materials on site for which payment has been requested by the CM@Risk or been made by the City so that they shall not deteriorate, be damaged or be stolen, which includes, but is not limited to, all the following:

.1 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the CM@Risk;

.2 Protection of construction materials and equipment stored at the Project site from fire, weather, burglary, pilferage, vandalism and mischief, damage, and all other adversity; and the care and protection of materials and Work installed in the building is solely the responsibility of the CM@Risk;

.3 The CM@Risk shall bear sole responsibility for the restoration of damaged Work and replacement of damaged or stolen materials at no additional cost to the City; and

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

.4 After equipment is no longer required for the Work, it shall be promptly removed from the Project site.

W.8 The CM@Risk shall not deliver any materials to the site which are not to be installed by same CM@Risk without fifteen (15) day's advance notice in writing to the City of the location, date, and time of such delivery to allow proper coordination. Such materials shall be received jointly by a representative of the CM@Risk and a representative of the City, who shall agree, and the CM@Risk shall document such agreement in writing:

.1 The materials delivered are undamaged, or if damaged, such damage is documented by digital photo(s);

.2 They are in the quantities shown on the purchase order, invoice or bill of lading accompanying the shipment or delivery or otherwise provided;

.3 The storage conditions are adequate for the purposes; and

.4 The CM@Risk has accepted responsibility for insurance and ongoing protection per the terms of this Agreement for such material until it is released to a third party authorized in writing by the City to receive it.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

EXHIBIT X – COST of the WORK

X.1 Costs to Be Reimbursed

X.1.1 The term Cost of the Work shall mean costs necessarily incurred by the CM@Risk in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections X.1 through X.7.

X.1.2 Where, pursuant to the Contract Documents, any cost is subject to the City's prior approval, the CM@Risk shall obtain such approval in writing prior to incurring the cost.

X.1.3 Costs shall be at rates not higher than the competitive prices paid at the place of the Project, except with prior approval of the City.

X.2 Labor Costs

X.2.1 Wages for labor in the direct employ of the CM@Risk in the performance of the Work at the rates set forth in the GMP.

X.2.1.1 Pursuant to Chapter 2258, Texas Government Code, all contractors and any Subcontractor involved in the construction of a public work project shall pay not less than the prevailing rates as per diem wages in the locality at the time of construction to all laborers, workmen and mechanics employed by them in the execution of this contract. CM@Risk shall assure that these requirements are met for the Project and shall insure that every contract or subcontract relating to the Work requires, on behalf of City, that the prevailing wage rates be paid.

X2.1.2 The CM@Risk shall be provided an applicable Department of Labor Wage Rate Determination for use on the Project required by Chapter 2258.022, Texas Government Code. In the event the City does not provide this Labor Wage Rate Determination, the CM@Risk shall request it in writing in a timely manner, so as not to delay the CM@Risk's initial subcontractor procurement process during preconstruction. The CM@Risk shall, if requested by the City, assist the City in conducting a survey of the wages paid, by labor class, on projects of a similar type in a similar location.

X.2.2 Wages or salaries of the CM@Risk's supervisory and administrative personnel when stationed at the site and performing Work, with the City's prior approval.

X.2.2.1 Charges for CM@Risk's personnel, when stationed at the field office and engaged exclusively in the performance of the Work, or other personnel as CM@Risk and City may mutually agree, as provided and set forth in the GMP.

X.2.3 Wages and salaries of the CM@Risk's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

X.2.4 Costs paid or incurred by the CM@Risk, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, but not merit bonuses or profit-sharing provided such costs are based on wages and salaries included in the Cost of the Work under Sections X.2.1 through X.2.3. Charges for such costs shall not exceed the CM@Risk's actual cost and, as a result, when computing amounts chargeable for such costs CM@Risk shall give proper consideration to what portion of such charges are solely attributable to the Work and the effect of any annual or other periodic limitations on any such charges.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

X.2.5 The rates set forth in the GMP shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Change Order.

X.2.6 Notwithstanding the rates shown in the GMP to be used by the CM@Risk for progress billings, the City shall have the right to audit the CM@Risk's actual labor costs, burdens, and related expenditures before final payment, and adjust the City's payment to the CM@Risk for variations found accordingly.

X.3 Subcontract Costs

Payments made by the CM@Risk to Subcontractors in accordance with the requirements of the subcontracts properly entered into under this Agreement.

X.4 Costs of Materials and Equipment Incorporated in the Completed Construction

X.4.1 Costs, including temporary storage and transportation of materials and equipment incorporated, or to be incorporated, in the completed construction.

X.4.2 Costs of materials described in the preceding Section X.4.1 in excess of those actually installed but required to provide allowance for waste and for spoilage. Unused excess materials, if any, shall be properly stored at the site, or in accordance with the City's instructions, provided to the City at the completion of the Work or, at the City's option, shall be sold by the CM@Risk. Any amounts realized from such sales shall be credited to the City as a deduction from the Cost of the Work. CM@Risk shall use its best efforts and judgment to avoid purchasing excess materials without the prior approval of the City.

X.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

X.5.1 Costs, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools (not owned by the workers) consumed in the performance of the Work. Any such items used but not consumed, which were paid for by the City, shall become property of the City and shall be delivered to the City upon completion of the Work in accordance with instructions furnished by the City. If the City elects, however, the CM@Risk shall purchase any items from the City at a purchase price equal to the original cost charged to the City, less the reduction in fair market value resulting directly from any use of such item in connection with the Work or such other price which is mutually acceptable for the City and the CM@Risk. Upon demand by the City, the CM@Risk shall furnish the City with any information and documentation necessary to verify the period of time for which items were used in connection with the Work.

X.5.2 Rental charges of all necessary machinery and equipment, exclusive of hand tools, not used at the site of the Work, whether rented from the CM@Risk or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof. Such rental charges shall not exceed the amount set forth in in the GMP, attached hereto and made part hereof. In the absence of any appropriate rental amount set forth in the GMP, rental charges shall be consistent with those generally prevailing in the location of the Project. The CM@Risk shall obtain bids for all machinery and equipment to be rented from no less than three (3) responsible suppliers other than the CM@Risk itself, or an Affiliate as defined herein. The City shall, with the advice of the CM@Risk and CM@Risk, determine which bid is to be accepted. In no event shall the CM@Risk be entitled to reimbursement for any cumulative total of rental charges in connection with any single piece of machinery or equipment in excess of sixty percent (60%) of its fair market value as of the date that such machinery or equipment is first put into service in connection with the Work. The CM@Risk shall pay any excess rental charges. CM@Risk shall disclose to the City and CM@Risk if any rental arrangements include a lease to purchase component as a result of which rental payments chargeable to City as costs are applied, in whole or in part, to CM@Risk's acquisition

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

of such rented equipment, in which event the rental rate otherwise provided for shall be reduced by fifty percent (50%).

X.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

X.5.4 Costs of the CM@Risk's site office, including reproduction costs, electronic communications and data connections at the site, postal and parcel express delivery charges, documented petty cash expenses of the site office as well as general office equipment and supplies.

X.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the City's prior approval, when stored and maintained in compliance with the Contract Documents.

X.6 Miscellaneous Costs

X.6.1 That portion of insurance and bond premiums that can be directly attributed to and required by this Agreement, provided, however, that such costs shall not be included in the Cost of the Work for purposes of calculating the CM@Risk's fee. Expenses shall be substantiated by documentation in form of substance satisfactory to City. Such premiums shall be adjusted at the Final Acceptance of the Work to reflect the final Contract Price.

X.6.2 Sales, use, or similar taxes, imposed by a governmental authority, which are related to the Work and for which the CM@Risk is liable.

X.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the CM@Risk is required by the Contract Documents to pay.

X.6.4 Fees of testing laboratories for tests required by the Contract Documents; except those related to nonconforming Work other than that which payment is permitted under the Contract Documents.

X.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents, and provided such royalties, fees, and other costs are not excluded by provisions of the Contract Documents.

X.6.6 Costs of document reproductions and delivery charges.

X.6.7 That portion of the reasonable expenses of the CM@Risk's personnel incurred while traveling in discharge of duties connected with the Work, when in compliance with Exhibit Y – General Conditions Costs.

X.6.8 The cost of travel more than 100 miles from the site by; and commercial lodging, rental housing and meals for the CM@Risk's supervisory personnel properly and reasonably incurred in the performance of the Work is "Travel and Subsistence". Travel and Subsistence incurred in accordance with the CM@Risk's written personnel policy for actual and verifiable relocation and temporary living expenses of personnel required for the Work, in case it is necessary to relocate such personnel from locations further than one hundred (100) miles from the site, when approved by the City in advance and in writing, and not in excess of the line item amount shown for this purpose in the GMP.

X.7 Other Costs and Emergencies

X.7.1 Other costs incurred in the performance of the Work, with the City's prior written approval.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

X.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, to the extent not (1) caused by the CM@Risk, a subcontractor, or anyone for whom either is responsible, or (2) capable of being prevented through timely notice of an unsafe condition to the City.

X.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the CM@Risk, Subcontractors, or suppliers, provided that such damaged or nonconforming Work resulted from causes other than the fault, negligence, or neglect of the CM@Risk or its subcontractors, vendors or suppliers in whole or in part, or, failure of CM@Risk or its subcontractors, vendors or suppliers to comply with all of the requirements of the Contract Documents or the failure of the CM@Risk's personnel to adequately supervise the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the CM@Risk from insurance, Subcontractors or suppliers.

X.7.4 The losses included in Section X.7.3, may include settlements made with the prior written consent and approval of City. No such losses and expenses shall be included in the Cost of the Work for the purpose of determining CM@Risk's Fee unless such loss requires substantial reconstruction and CM@Risk is placed in charge thereof. In such event, CM@Risk shall be paid for profit and overhead in an amount calculated by the percentage identified in the Contract Documents, for Changes to the Work of the cost of any such reconstruction, provided such substantial reconstruction is not: (i) required due to the fault or negligence of the CM@Risk or failure of CM@Risk to comply with all of the requirements of the Contract Documents; or (ii) incidental reconstruction, which for purposes of this Section X.7.4 is hereby deemed to mean any reconstruction involving a cost of less than One Thousand Dollars ($ 1,000).

X.9 Costs Not to Be Reimbursed

X.9.1 The Cost of the Work shall not include (unless otherwise specifically stated in the GMP) the items listed below:

- **.1** Salaries and other compensation of the CM@Risk's personnel stationed at the CM@Risk's principal office or offices other than the site office, except as specifically provided in Section X.2, or as may be provided in the GMP;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the CM@Risk or paid to any Subcontractor or vendor, unless the City has provided prior approval;
- **.3** Expenses of the CM@Risk's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Sections X.1 to X.7;
- **.5** Rental costs of machinery and equipment, except as specifically provided herein;
- **.6** The CM@Risk's capital expenses, including interest on the CM@Risk's capital employed for the Work;
- **.7** Except as provided in Section X.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the CM@Risk, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- **.8** Costs incurred in the performance of Preconstruction Phase Services (unless specifically stated in the GMP);
- **.9** Any cost not specifically and expressly described in Sections X.1 to X.7;
- **.10** Costs, other than costs included in Change Orders approved by the City, that would cause the Guaranteed Maximum Price to be exceeded;
- **.11** Services and expenses of the estimating, personnel, accounting, budget control, audit and management information systems relating to accounting in CM@Risk 's office and even if

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

at the site, except as specifically identified herein;

.12 Interest on CM@Risk 's capital or on money borrowed by CM@Risk, including the capital employed by CM@Risk in the performance of the Work;

.13 Amounts required to be paid by CM@Risk for Federal and/or State income, franchise taxes or other business taxes, but not including any applicable sales taxes;

.14 Legal, accounting, or other similar professional services provided by or to CM@Risk, in regard to disputes, arbitrations, litigations or other such proceedings with Subcontractors, with municipal authorities, with City, the Design Professional or any other person or entity relating to the Project or otherwise;

.15 Sales, entertainment, and meal expenses;

.16 Employee vehicle expenses, including fuel above the “Travel & Subsistence” not-to-exceed amount;

.17 General Conditions, Weather Protection and Travel and Subsistence in excess of the line items shown in the GMP;

.18 Costs related to CM@Risk’s indemnification obligations;

.19 The cost of Travel and Subsistence not in compliance with the requirements of Section X.6.12; and

.20 Costs for insurance through a captive insurer owned or controlled by the CM@Risk.

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X.10 Discounts

X.10.1 Cash discounts obtained on payments made by the CM@Risk shall accrue to the City if: (1) before making the payment, the CM@Risk included the amount to be paid, less such discount, in an Application for Payment and received payment from the City; or (2) the City has deposited funds with the CM@Risk with which to make payments. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the City, and the CM@Risk shall make provisions so that they can be secured. The CM@Risk shall not obtain for its own benefit any discounts, rebates or refunds in connection with the Work from any source including but not limited to its Subcontractors, vendors, or other suppliers of goods, insurance or other services without providing the City with at least thirty (30) days prior written notice of the potential discount, rebate or refund and an opportunity to furnish funds if and when necessary to obtain such discount, rebate or refund on behalf of the City in accordance with the requirements of this Section X.8.10.

X.10.2 Amounts that accrue to the City in accordance with the provisions of Section X.8.10 shall be credited to the City as a deduction from the Cost of the Work.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

EXHIBIT Y – GENERAL CONDITIONS COSTS (VERTICAL PROJECTS VERSION)

Any costs which comprise the Cost of Work, and reimbursable under Exhibit X – Cost of the Work which are also set forth in the detailed general conditions estimateincluded within each Approved GMP, shall not exceed the total amount shown in aggregate herein for such expenditures. However, any single line item in General Conditions, with the sole exceptions of those included in "Weather Protection" and "Travel and Subsistence", may be exceeded if offset by the aggregate of corresponding or greater underages at other line items, and the total cost for General Conditions is not exceeded.

Y.1 CM@Risk's Change Order Requests will include additional General Conditions costs as justifiable, and to the extent the actual expenditures of General Conditions cost items are increased by reason of increase(s) in: the duration of the Work; the quantity of CM@Risk's facilities and equipment required; or number or duration of supervisory personnel on site directly required to enact the requested change. General Conditions costs shall not be increased for additional personnel and labor costs not actually incurred by the CM@Risk and documented to the satisfaction of the City.

Y.2 Notwithstanding the above, the CM@Risk has included in General Conditions sufficient supervision and project controls personnel to prepare and process a standard amount of project documentation, including without limitation, requests for information, meeting minutes, Proposal Requests, Change Order Requests, Change Orders, and other CM@Risk's administration and deliverables normally required on similar projects. The CM@Risk will not be additionally compensated above the amount shown in General Conditions for preparing or processing these documents.

Y.3 The cost of properly and reasonably maintaining access to the Work in spite of, facilitating progress of the Work during, and protecting the Work itself from the impact of inclement weather is "Weather Protection". Weather Protection shall not exceed the total of the line items shown for this purpose in the General Conditions, given the Work is performed during average weather conditions for the Project site, as such average is defined in the Contract documents.

Y.4 Line items in General Conditions that shall be considered, in their aggregate, for the purpose of calculating the Weather Protection maximum costs allowable under this Agreement include weather protection, water and snow removal, temporary heat, and temporary protection.

Y.5 The actual costs for General Conditions, Weather Protection, and Travel and Subsistence will be billed on an "as incurred" and actual cost basis, and any unused portion of such amounts will revert to the City as savings below the Guaranteed Maximum Price.

Y.6 The CM@Risk shall, without limitation keep such separate and distinct records as are required for the CM@Risk to easily validate the accuracy of the CM@Risk's billing for the costs of General Conditions, Weather Protection, and Travel and Subsistence.

Y.7 In the event the CM@Risk believes General Conditions, Weather Protection, or Travel and Subsistence line item(s) included in the Guaranteed Maximum Price should be increased due to changes in the Work or circumstances beyond the CM@Risk's responsibilities to control under this Agreement; or the City or CM@Risk believes such line items should be lowered based on better circumstances for performing the Work than originally anticipated by the City and CM@Risk, the Guaranteed Maximum Price shall then be adjusted as provided in the Contract Documents for changes in the Work.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

EXHIBIT Z – TEXAS WATER DEVELOPMENT BOARD (TWDB) SPECIAL CONDITIONS

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TWDB-0550
Rev. 12/2025

TEXAS WATER DEVELOPMENT BOARD

Texas Water Development Board Supplemental Construction Contract Conditions

For Equivalency Projects under the Clean Water State Revolving Fund and Drinking Water State Revolving Fund Programs

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Table of Contents

I. INSTRUCTIONS FOR APPLICANTS 5
1. Applicability 5
2. Use of Conditions 5
3. Modifications to Provisions 5
4. Good Business Practices 6
5. Other Requirements 6
6. Advertisements for Bids 7
7. Bid Proposal 8
8. Bidding Process 9
9. Debarment and Suspension Certification 9
10. Release of Funds 10
II. INSTRUCTIONS TO BIDDERS 12
1. Contingent Award of Contract 12
2. State Revolving Fund Procurement Requirements 12
3. Davis-Bacon Wage Rate Requirements 12
4. American Iron and Steel 13
5. Build America, Buy America (BABA) Act 13
6. Equal Employment Opportunity and Affirmative Action 13
7. Debarment and Suspension Certification 13
8. Bid Guarantee 13
9. Summary of Forms to be submitted with the Bid Documents: 14
III. SUPPLEMENTAL CONTRACT CONDITIONS 15
1. Supersession 15
2. Privity of Contract 15
3. Definitions 15
4. Laws to be Observed 15
5. Review by Owner and TWDB 15
6. Performance and Payment Bonds 16
7. Payment Schedule and Cost Breakdown 16

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

8. Workman's Compensation Insurance Coverage (as applicable, consistent with Texas Labor Code § 406.096) 16
9. American Iron & Steel 17
10. Build America, Buy America (BABA) Act 18
11. Davis-Bacon Wage Rate Requirements 19
(a) Compliance Procedures 19
(b) Subcontracts 21
(c) Davis-Bacon General Wage Determinations 21
Option 1 – Applies to Governmental Entities (such as Cities and Districts) 23
Option 2 – Applies to Non-Governmental Entities (such as Water Supply Corporations and Private Companies) 39
12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment 55
13. Payments 56
14. Equal Employment Opportunity and Affirmative Action 58
15. Debarment and Suspension 60
16. State Revolving Fund Procurement Requirements 61
17. Archeological Discoveries and Cultural Resources 62
18. Threatened and Endangered Species 63
19. Hazardous Materials 63
20. Project Signage 64
21. Changes 64
22. Operation and Maintenance Manuals and Training 65
23. As-Built Dimensions and Record Drawings 66
24. Close-Out Procedures 66
25. Additional Forms and Information 67

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Forms and Guidance:

The Texas Water Development Board (TWDB) forms and guidance documents noted in this instruction document may be accessed through the TWDB's Financial Assistance web site at:
http://www.twdb.texas.gov/financial/instructions/index.asp

Search by either the document number or name.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

I. INSTRUCTIONS FOR APPLICANTS

1. Applicability

These Supplemental Contract Conditions contain provisions that are worded to comply with certain statutes and regulations, which specifically relate to all Drinking Water State Revolving Fund (DWSRF) Equivalency Program and Clean Water State Revolving Fund (CWSRF) Equivalency Program projects. Provisions that are applicable to the project's funding source or dollar value of the contract are noted within these provisions.

Construction projects which are considered Non-Equivalency projects do not use these conditions but instead use Texas Water Development Board (TWDB) Supplemental Conditions TWDB-0551. Projects with State Loan funding use Supplemental Conditions TWDB-0552

2. Use of Conditions

The conditions and forms listed under ***Section II: Instructions to Bidders*** are to be included in the instructions to bidders for construction services. The provisions listed under ***Section III: Construction Contract Supplemental Conditions*** must be included, in their entirety, with the other general and special conditions that are typically included in the construction contract documents by the Engineer[1].

3. Modifications to Provisions

The Applicant may need to modify parts of these provisions to better fit the other provisions of the construction contract; however, everything herein must be included in the contract documents. The Applicant and the Engineer should carefully study these provisions before incorporating them into the construction contract documents. In particular, Water Districts and other types of Districts should be aware of statutes relating to their creation and operation, which may affect the application of these conditions. **The TWDB Project Engineer/Reviewer should be consulted if the Applicant thinks there is a need to modify parts of these provisions**.

Section III Supplemental Condition No. 17 (Archeological Discoveries and Cultural Resources) and Section III Supplemental Condition No. 18 (Threatened and Endangered Species) may be superseded or modified by project-specific environmental conditions established during the environmental review process.

These documents may confer certain duties and responsibilities on the Engineer that are beyond, or short of, what the Applicant intends to delegate. The Applicant should ensure that the contractual agreement with the Engineer provides for the appropriate services. Otherwise, the Applicant should revise the wording in these special conditions to agree with actual delegated functions.

[1] Throughout this document “Engineer” is used to mean Design Engineer/Engineer of Record, Prime Engineer, Consulting Engineer, or Owner’s Engineer, depending on the contract type between the Applicant and the Engineer and depending on the phase of the project (i.e., planning, design, or construction).

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

4. Good Business Practices

There are other contract provisions that the Applicant and Engineer need to include as a matter of good business practice. It is recommended that provisions addressing the following matters be included in the construction contract.

(a) Specifying the timeframe for accomplishing the construction of the project, and the consequences of not completing construction on time, including liquidation damages.

(b) Specifying the type, dollar value, and documentation of insurance the Contractor is to carry. At a minimum, the Contractor should carry worker's compensation, liability, and builder's risk insurance that will meet state statutory limits.

(c) Identifying the responsibility of the Contractor, including warranty of work.

(d) Price reduction for defective pricing of negotiated costs.

(e) Differing site conditions – notice and claims regarding site conditions differing from indicated conditions.

(f) Specifying maximum time permitted to submit an official Change Order after a field change has been authorized and implemented.

(g) Covenants against contingent fees – prohibit contingent fees for securing business.

(h) Gratuities – prohibitions against offering and accepting gratuities.

(i) Auditing and accessing records.

(j) Suspension of work – conditions under which the Applicant may suspend work.

(k) Termination – conditions under which the Applicant may terminate.

(l) Remedies – how disputes will be remedied.

5. Other Requirements

If applicable, Trench Safety requirements shall adhere to the Health and Safety Code Chapter 756, Subchapter C, which includes reference to the Occupational Safety and Health Administration (OSHA) standards for trench safety in effect during the period of construction of the project and Owner's Geotechnical information to assist Contractor in design of Trench Safety System

There may be other local government requirements and applicable Federal and State statutes and regulations which are not included or addressed by these conditions. It is the Applicant's responsibility to ensure that the project and all contract provisions are consistent with all relevant statutes and regulations.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

6. Advertisements for Bids

State procurement statutes **require advertising a contract for bid at least once a week for at least two (2) consecutive weeks**[2]. By not following this requirement, the project may need to be re-advertised (i.e., rebid). The official advertisement for bids that is published in the newspaper must include certain information such as, but not limited to, the following:

(a) A clear description of what is being procured.

(b) How to obtain plans and specifications, necessary forms and information.

(c) The date and time by which bids are to be submitted (deadline).

(d) The address where bids are to be provided.

(e) A statement that the contract is contingent upon release of funds from the TWDB.

(f) A statement that any contract(s) awarded under this Invitation for Bid (IFB), Request for Proposals (RFP), or Request for Qualifications (RFQ) is/are expected to be funded in part by financial assistance from the TWDB. Neither the U.S. Environmental Protection Agency (EPA) nor the State of Texas, nor any of its departments, agencies, or employees, are or will be a party to this IFB, RFP, RFQ, or any resulting contract.

(g) As directed by the TWDB, **one** of the following must be included:

a. Beginning with SRF Equivalency projects approved under the 2023 Intended Use Plan (IUP) or later - Any contract(s) awarded under this Invitation for Bids is/are subject to the Build America, Buy America (BABA) Act requirements of Section 70901 of P.L. 117-58 of the Bipartisan Infrastructure Law, 2021; **or**

b. For SRF Equivalency projects approved under the 2022 IUP or earlier – Any contract(s) awarded under this Invitation for Bids is/are subject to the American Iron and Steel (AIS) requirements of federal law, including federal appropriation acts and/or Section 608 of the Federal Water Pollution Control Act.

(h) ***This contract is subject to the Texas Water Development Board's (TWDB) State Revolving Fund (SRF) procurement requirements and Environmental Protection Agency's (EPA) SRF procurement requirements. **EPA rules require that applicants and prime contractors make a good faith effort to award contracts, subcontracts, and procurements** to all businesses through demonstration of the six affirmative steps. For more details of the SRF procurement guidance, please visit www.texas.gov/financial/programs/SRF/SRF_Procurement. The following is specific text that should be included as-is:

This contract is subject to the Texas Water Development Board (TWDB) and the

[2] From LGC 252.041, Municipalities are required to advertise in a newspaper at least once a week for two consecutive weeks.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Environmental Protection Agency's (EPA) State Revolving Fund (SRF) Procurement requirements, which includes and offers procurement opportunities to all businesses during solicitations. EPA rules require that applicants and prime contractors/consultants make a good faith effort to award a fair share of contracts, subcontracts, and procurements in a nondiscriminatory manner through demonstration of the six affirmative steps. For more details of this Program, please visit www.twdb.texas.gov/financial/programs/SRF/SRF_Procurement.

The following is specific text that should be included as-is:

Equal Opportunity in Employment - All qualified Applicants will receive consideration for employment.

(i) Acknowledgement of any special requirements such as mandatory pre-bid conference.

(j) Affirmative Action requirements, requiring no discrimination on the basis of race, color, national origin, or sex (40 CRF Part 7).

(k) Right to reject any and all bids.

(l) A statement that Davis-Bacon prevailing wage requirements apply to the construction, alteration, or repair of treatment works carried out, in whole or in part, with assistance made available by the Clean or Drinking Water State Revolving Fund Programs (CWSRF or DWSRF).

(m) For additional information on Davis-Bacon Wage Rate Requirements and its applicability to this contract, please consult TWDB Guidance No. DB-0156.

7. Bid Proposal

The Bid proposal form should account for the following:

(a) If a lump sum bid, include a list of the materials used and associated costs.

(b) Distinguish TWDB-funding Eligible and Ineligible items.

(c) Accommodate Trench Safety requirements with separate per unit pay item for trench excavation safety protection in accordance with Health and Safety Code Chapter 756, Subchapter C and as briefly noted below:

1. Separate pay item for special shoring requirements; and

2. Separate pay item for trench excavation safety protection.

(d) Include space for the Contractor to acknowledge receipt of each Addendum issued during the bidding process.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

8. Bidding Process

The Plans and Specifications (P&S) should include an explanation of how the bids will be processed and should include the following components:

(a) Whether a Pre-bid Conference will be held, whether it is optional or mandatory, and where and when it will be held. If possible, it is recommended to hold the pre-bid via Zoom, Microsoft Teams, or other online platform, as well as in person. The TWDB Project Engineer/Reviewer is to be invited to the Pre-Bid Conference.

(b) Specify the criteria and process for determining responsiveness and responsibility of the bidder.

(c) Specify the method of determining the successful bidder and award (e.g., award to the lowest responsive, responsible bidder, accounting for any multiple parts to bids).

(d) Allow for withdrawal of a bid due to a material mistake.

(e) Identify the time frame that the bids may be held by the Applicant before awarding a contract (i.e., typically for 60 or 90 days).

(f) Acknowledge the right of the Applicant to reject any and all bids.

9. Debarment and Suspension Certification

Financial assistance recipients must fully comply with the requirements of Subpart C of 2 CFR Part 180 – "*Responsibilities of Participants Regarding Transactions Doing Business with Other Persons"* - as implemented and supplemented by 2 CFR Part 1532. The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 – *"Covered Transactions"* – includes a term or condition requiring compliance with Subpart C.

The recipient is fully responsible for requiring the inclusion of a similar term or condition in any subsequent lower-tier covered transactions.

Recipient acknowledges that failing to disclose the information required under 2 CFR 180.355 may result in the delay or negation of the financial assistance, or pursuance of legal remedies including debarment and suspension.

The recipient must complete and submit the **Debarment/Suspension Certification** (**SRF-404*),*** certifying that it has checked the federal System for Award Management website (https://sam.gov/content/home) and determined that the Contractor is not an "excluded party" that is debarred, suspended, or otherwise excluded from participation in federal assistance programs under Executive Order 12549, as required by 2 CFR Part 180 and 2 CFR Part 1532.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

10. Release of Funds

Prior to the TWDB's authorization for the Applicant to issue a notice to proceed (NTP), and subsequent release of funds for construction (according to program specific requirements), the Applicant and its Engineer must provide the following bid documents for TWDB review:

(a) Submittal of Bid Documents to the TWDB Project Engineer/Reviewer to allow contingent award of contract:

- Advertisement and Affidavit of Advertisement (for municipalities, the project must be bid at least once a week for two (2) consecutive weeks in a newspaper),
- Bid tabulation,
- All Addenda submitted and approved for the contract,
- Bid proposal of apparent low bidder (or chosen bidder with explanation), including the Contractor's bid guarantee or bid bond,
- Contractor's SRF procurement forms TWDB-0217,
- Applicant's Debarment/Suspension Certification for the Contractor,
- Site Certificate (ED-101),
- Engineer's recommendation to award letter,
- A description of any bidding irregularities, and
- Construction inspection proposal.

Then the TWDB can issue authorization for the Applicant to issue the contingent Notice of Award for the construction contract.

(b) Once the Applicant has issued their contingent Notice of Award of the construction contract, they must submit a bound copy (single file PDF document) of the **executed contract documents (including specifications)** and a bound copy (single file PDF document) of the **Approved Plan Set.** A complete set of bound executed contract documents should include:

- Front-End Documents, Addenda, Executed Agreement, and Technical Specifications as approved by the TWDB and TCEQ (as applicable),
- Contractor's Act of Assurance (TWDB Form ED-103),
- Contractor's Act of Assurance Resolution (TWDB Form ED-104),
- Payment and Performance Bonds (must be executed on or after the date of the contract),
- Contractor's Wage Rate Determination(s),
- Contractor's Certificate of Insurance, and
- **If applicable**, the Applicant's **Sufficiency of Funds letter.**

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

After reviewing and approving the executed contract documents, the TWDB will issue an authorization for the Applicant to issue a Notice to Proceed (NTP). At this time, the TWDB staff can begin releasing construction funds **in accordance with program requirements**.

Once construction begins, the Applicant must submit **monthly** Outlay Requests. Outlay Requests that include requests for construction contract funds, must include the following documents:

- DB-0154 – Monthly Davis Bacon Wage Rate Certificate of Compliance; and either
- TWDB-1110-A Monthly Build America, Buy America (BABA) (as applicable) **or**
- TWDB-1106-A – Monthly American Iron and Steel Certificate (as applicable)

In addition, the first Outlay Request for construction contract funds must include the State Revolving Fund Project Public Awareness Certification (TWDB-1109-A)**.**

Failure to provide these certificates will result in denial of release of funds.

For any questions or proposed modifications to these conditions, please contact your TWDB Project Engineer/Reviewer.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

II. INSTRUCTIONS TO BIDDERS

The language and conditions listed in this Section must be included in the "Instructions to Bidders" section of the construction contract documents.

1. Contingent Award of Contract

This contract is contingent upon release of funds from the TWDB. Any contract(s) awarded under this Invitation for Bids is/are expected to be funded in part by a loan or loan with principal forgiveness from the TWDB and a grant from the EPA. Neither the State of Texas, the EPA, nor any of its departments, agencies, or employees, are or will be a party to this Invitation for Bids or any resulting contract.

2. State Revolving Fund Procurement Requirements

The TWDB CWSRF and DWSRF programs receive federal funding from the EPA. As a condition of federal grant awards, EPA regulations require that funding recipients (municipalities, towns, public water authorities, nonprofit water supply corporations, etc.) and sub-recipients (prime consultants, prime contractors, and subcontractors) make a "**good faith efforts**" to award a fair share of contracts, subcontracts, and other procurements in a nondiscriminatory manner whenever procuring **Construction and Non-Construction (supplies, services and equipment)**. More information on these requirements is available in Section III, Supplemental Contract Conditions section of this guidance ***No. 16***. ***State Revolving Fund Procurement requirements***.

3. Davis-Bacon Wage Rate Requirements

Davis-Bacon prevailing wage requirements apply to the construction, alteration or repair of treatment works carried out, in whole or in part, with assistance made available by the Clean Water State Revolving Fund (CWSRF) or a construction project financed, in whole or in part, from the Drinking Water State Revolving Fund (DWSRF).

The Davis-Bacon prevailing wage requirements apply to Contractors and Subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration or repair (including painting) of a treatment works project under the CWSRF or a construction project under the DWSRF.

For prime contracts in excess of $100,000, Contractors and Subcontractors must also, under the provisions of the Contract Wage Hours and Safety Standards Act (CWHSSA), as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The Fair Labor Standards Act may also apply to Davis-Bacon covered contracts.

Any contracts in excess of $2,000 must include the provisions of the Davis-Bacon Wage Rate Requirements. See Section III, Paragraph 11, Option 1 (governmental entities) and Option 2 (non-governmental entities) for contract clauses required for Davis-Bacon requirements. This information is also included in TWDB Guidance DB-0156, as follows (Applicant = Owner (sub-recipient)):

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

- If the Owner (sub-recipient) is a governmental entity such as a city or district, it must insert in full the contract clauses found in TWDB Guidance DB-0156, Appendix 1: Section 3, Section 4 (if the contract exceeds $100,000), and Section 5.

- If the Owner (sub-recipient) is a non-governmental entity such as a water supply corporation or a private company, it must insert in full the contract clauses found in TWDB Guidance DB-0156, Appendix 2: Section 3, Section 4 (if the contract exceeds $100,000), and Section 5.

The Owner (sub-recipient) must ensure all prime contracts require the same full text in any subcontracts. See TWDB Guidance DB-0156 for the text of the contract language that must be included.

Additional information on Davis-Bacon Wage Rate Requirements and its applicability to this contract can be found in TWDB Guidance DB-0156.

4. American Iron and Steel

Any contract(s) awarded under this Invitation for Bids (under the 2022 IUP or earlier) is/are subject to the American Iron and Steel (AIS) requirements of 33 U.S.C §1388 for Clean Water State Revolving Fund projects or Public Law 114-113, Consolidated Appropriations Act, 2016, or subsequent appropriations acts, for Drinking Water State Revolving Fund projects. The Contractor must complete the statement of understanding regarding this requirement, found in Supplemental Contract Conditions, Item No. 9. The statement of understanding must be signed by the Contractor.

5. Build America, Buy America (BABA) Act

Any contract(s) awarded under this Invitation for Bids (under the 2023 IUP or later) is subject to the Build America, Buy America (BABA) Act requirements of Section 70901 of P.L. 117-58 of the Bipartisan Infrastructure Law, 2021. The Contractor must complete the statement of understanding regarding this requirement, found in Supplemental Contract Conditions, Item No. 10. The statement of understanding must be signed by the Contractor.

6. Equal Employment Opportunity and Affirmative Action

All qualified applicants will receive consideration for employment.

7. Debarment and Suspension Certification

This contract is subject to the federal requirements of Subpart C of 2 CFR Part 180 and Part 1532 regarding Debarment and Suspension. The Contractor will comply with the assurances provided with the bid that leads to a contract.

8. Bid Guarantee

Each bidder must furnish a bid guarantee equivalent to five percent (5%) of the bid price (Water Code 17.183). If a bid bond is provided, the Contractor must utilize a surety company that is authorized to do business in Texas in accordance with Surety Bonds and Related Instruments, Chapter 3503 of the Insurance Code.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

9. Summary of Forms to be submitted with the Bid Documents:

- SRF-404, Certification Regarding Debarment, Suspension and Other Responsibility Matters, (to be completed and submitted by the sub-recipient).
- TWDB-0217, Texas Water Development Board Prime Consultant/Contractor Certification.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

III. SUPPLEMENTAL CONTRACT CONDITIONS

1. Supersession

The Owner and the Contractor agree that the TWDB Supplemental Conditions apply to that work eligible for TWDB assistance to be performed under this construction contract and these clauses supersede any conflicting provisions of this contract.

2. Privity of Contract

Funding for this project is expected to be provided in part by the TWDB. Neither the State of Texas, nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to applicable provisions 31 TAC Chapter 371 (DWSRF) or 375 (CWSRF) in effect on the date of the assistance award for this project.

3. Definitions

(a) The terms “Owner” or “Applicant” means the local entity contracting for the construction services.

(b) The term "TWDB" means the Executive Administrator of the Texas Water Development Board, or other person who may be at the time acting in the capacity or authorized to perform the functions of such Executive Administrator, or the authorized representative thereof.

(c) The term “Engineer” means the engineer the Owner has authorized to work on the project.

4. Laws to be Observed

In the execution of the Contract, the Contractor must comply with all applicable Local, State and Federal laws, including but not limited to laws concerned with labor, safety, minimum wages, and the environment. The Contractor shall be familiar with and at all times must observe and comply with all Federal, State, and Local laws, ordinances and regulations which in any manner affect the conduct of the work, and must indemnify and save harmless the Owner, Texas Water Development Board, and their representatives against any claim arising from violation of any such law, ordinance or regulation by the Contractor, their Subcontractor or their employees.

5. Review by Owner and TWDB

(a) The Owner, authorized representatives and agents of the Owner, EPA, and TWDB must, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through authorized representatives or agents.

(b) Any such inspection or review by the TWDB must not subject the State of Texas, or its representatives, to any action for damages.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

6. Performance and Payment Bonds

Each Contractor awarded a construction contract must furnish performance and payment bonds that include the following explicit conditions in the body of the bond:

(a) the performance bond must include without limitation guarantees that work done under the contract will be completed and performed according to approved plans and specifications and in accordance with sound construction principles and practices;

(b) the performance and payment bonds must be in a penal sum of not less than 100 percent of the contract price and remain in effect for one year beyond the date of approval by the Engineer of the political subdivision; and

(c) the Contractor must utilize a surety company which is authorized to do business in Texas in accordance with Surety Bonds and Related Instruments, Chapter 3503 of the Insurance Code.

7. Payment Schedule and Cost Breakdown

(a) The Contractor must submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work.

(b) The following paragraph applies only to contracts awarded on a lump sum contract price:

COST BREAKDOWN - The Contractor must submit to the Owner a detailed breakdown of the estimated cost of all work to be accomplished under the contract, arranged and itemized as to meet the approval of the Owner or funding agencies. This breakdown must be submitted promptly after execution of the agreement and before any payment is made to the Contractor for the work performed under the contract. After approval by the Owner, the unit prices established in the breakdown must be used in estimating the amount of the partial payments to be made to the Contractor.

8. Workman's Compensation Insurance Coverage (as applicable, consistent with Texas Labor Code § 406.096)

(a) The Contractor must certify in writing that the Contractor provides workers' compensation insurance coverage for each employee of the Contractor employed on the public project.

(b) Each Subcontractor on the public project must provide such a certificate relating to coverage of the Subcontractor's employees to the general Contractor, who shall provide the Subcontractor's certificate to the governmental entity.

(c) A Contractor who has a contract that requires workers' compensation insurance coverage may provide the coverage through a group plan or other method satisfactory to the governing body of the governmental entity.

(d) The employment of a maintenance employee by an employer who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

(e) In this section:

i. "Building or construction" includes:

- erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
- remodeling, extending, repairing, or demolishing a structure; or
- otherwise improving real property or an appurtenance to real property through similar activities.

ii. "Governmental entity" means this state or a political subdivision of this state. The term includes a municipality.

9. American Iron & Steel

*If BABA does **not** apply,* then the following AIS statement must be completed by the Contractor and made a part of the agreement between the Owner and the Contractor. The statement must be on a dedicated page within the contract that includes the Contractor signature and date; or the Contractor can choose to sign and date this page of the TWDB-0550.

*The Contractor acknowledges to and for the benefit of the Owner ("Purchaser") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund or the Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel" that require all of the iron and steel products used in the project to be produced in the United States **("American Iron and Steel Requirement")** including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification, or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to enforce this Agreement and recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation attorney's fees incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the TWDB or any damages owed to the Owner).*

Additional information on the American Iron and Steel (AIS) and its applicability to this contract can be found in the TWDB-1106 guidance.

The Owner must receive and maintain files documenting the Contractor's use of

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

AIS. Monthly compliance with AIS must be verified by the Owner through the submittal of the TWDB form TWDB-1106-A.

10. Build America, Buy America (BABA) Act

The following statement must be completed by the Contractor and made a part of the agreement between the Owner and the Contractor. The statement must be on a dedicated page within the contract that includes the Contractor signature and date; or the Contractor can choose to sign and date this page of the TWDB-0550:

> *The Contractor acknowledges to and for the benefit of the Owner ("Purchaser") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund or Drinking Water State Revolving Fund that have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States* ***("Build America, Buy America Requirements")*** *including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the TWDB or any damages owed to the Owner).*

Additional information on the Build America, Buy America (BABA) Act and its applicability to this contract can be found in the TWDB-0559 guidance.

The Owner must receive and maintain files documenting the Contractor's use of BABA. Monthly compliance with BABA must be verified by the Owner through the submittal of the TWDB form TWDB-1110-A.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

11. Davis-Bacon Wage Rate Requirements

(a) Compliance Procedures

To be held in compliance and satisfy this federal requirement, the following must be fulfilled:

i. **Wage Determinations** - U.S. Department of Labor (DOL) wage determination must be included in the bidding and contract documents. DOL wage determinations may be obtained online at https://sam.gov/content/wage-determinations. Once it is determined that Davis-Bacon wage rates will apply to a construction contract, the Owner must state in the solicitation that Davis-Bacon prevailing wage rates are applicable and bid packages must include the current Davis-Bacon general wage determination for the area where construction will occur (generally this is the project county). While the solicitation remains open, the Owner must monitor https://sam.gov/content/wage-determinations on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The Owner must amend the solicitation if the DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Owner may request a finding from the TWDB that there is not a reasonable amount of time to notify interested Contractors of the modification of the wage determination.

   If a contract is not awarded within 90 days after bid opening, any revised general wage determination issued prior to award of the contractor is effective for that contract; unless the TWDB, at the request of the Owner, requests and obtains an extension of the 90-day period from DOL (29 CFR 1.6(c)(2)(ii)(D)).

   Wage determinations must be updated after contract award when (1) the contract has a change order that adds substantial construction, alternation, or repair work not within the original scope and the contract time is extended, or (2) the contract is a “work order” type contract (a general commitment to construction as the need arises, but exact construction is not necessarily specified). For “work order” type contracts, the most recent revision(s) of any applicable wage determination(s) on each anniversary date of the contract’s award (or each anniversary date of the beginning of construction when there is no award). (29 CFR 1.6(c)(2)(iii))

ii. **Insert wage rate requirements in full for all contracts and subcontracts in excess of $2,000** - If the Owner is a governmental entity such as a city or district, it must insert in full the contract clauses shown herein as Option 1: Section 3, Section 4 (if the contract exceeds $100,000), and Section 5. If the Owner is a non-governmental entity such as a water supply corporation or a private company, it must insert in full the contract clauses shown herein as Option 2: Section 3, Section 4 (if the contract exceeds $100,000), and Section 5.

   The Owner must ensure all prime contracts require the same full text in any subcontracts. Davis Bacon applies regardless of whether the terms and

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

conditions are included or not in all contracts and subcontracts. **Include the following text in all contracts:** "By accepting this award, the EPA Subrecipient acknowledges and agrees to the terms and conditions provided in the DBRA requirements for contractors."

iii. **Monthly Certification** – The Owner must complete and submit monthly a Davis Bacon Wage Rate Certificate of Compliance once construction has begun. **(Use Monthly Davis Bacon Wage Rate Certificate of Compliance Submittal by Owner (Subrecipient) DB-0154).**

iv. **Contractor Payroll Requirements** - The Contractor is required to pay the prevailing wage rates on a weekly basis to laborers and mechanics in accordance with the requirements of 29 CFR 5.5, which are incorporated into the actual construction contract. Contractors/Subcontractors must furnish weekly a statement with respect to the wages paid to each employee during the preceding week. The signature by the contractor, subcontractor, or authorized officer/employee must be an original handwritten signature or a legally valid electronic signature (e.g., DocuSign). They may use the Department of Labor (DOL) Payroll Form WH-347 and weekly Statement of Compliance on the reverse, or their own payroll form with all of the same data elements as the DOL Payroll Form WH-347, and the TWDB's form, Statement of Compliance Certification by Contractor for SRF, DB-0155. The DOL Payroll Form WH-347 can be found under the forms section of this document or at the following link: www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification. **(See DOL Payroll Form WH-347)**

v. **Interviews -** The Owner must periodically interview a sufficient number of employees entitled to the Davis-Bacon prevailing wages to verify that Contractors or Subcontractors are paying the appropriate wage rates. All interviews must be conducted in confidence. The Owner must use Standard Form 1445 (SF 1445) found at the following link: https://www.gsa.gov/system/files/SF_1445.pdf or equivalent documentation to memorialize the interviews. The Owner must establish and follow an interview schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by Contractors or Subcontractors and the duration of the contract or subcontract. The Owner must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the Contractor or Subcontractor is not complying with Davis-Bacon. The Owner must immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. (See Section 5 of Option 1 [governmental entities] and Option 2 [non-governmental entities]).

vi. **Payroll Records** - Certified payroll must be delivered by the Contractor or Subcontractor within seven (7) days after the regular payment date of the payroll period. Certified payroll records are required to be retained by the Owner and Contractor for three (3) years after completion of the construction project. The Owner must periodically conduct spot checks of a representative sample of weekly payroll data to verify that Contractors or Subcontractors are paying the appropriate wage rates. (See Section 5 of Options 1 and 2).

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

The payroll records must include the following: the name, Social Security number, last known address, telephone number, and email address of each laborer and mechanic; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

vii. **Wage Rate Poster** – The Contractor must post the required Poster (WH-1321) and applicable wage rates at the construction site in a prominent and accessible place where it can be easily seen by the workers. The wage rate poster may be found at www.dol.gov/whd/programs/dbra/wh1321.htm. **(See Davis-Bacon Wage Rate Poster, WH-1321)**

viii. **Report Violations** – The Owner must immediately report violations of the Davis-Bacon prevailing wage requirements to the EPA Davis-Bacon Coordinator listed in the assistance agreement and to the appropriate DOL WHD Office listed at http://www.dol.gov/whd/america2.htm..

(b) Subcontracts

The Contractor will insert in full the required wage rate requirement in any subcontract in excess of $2,000 as specified in (a)(ii) of this section. Davis Bacon applies regardless of whether the terms and conditions are included or not in all contracts and subcontracts. **Include the following text in all contracts:** "By accepting this award, the EPA Subrecipient acknowledges and agrees to the terms and conditions provided in the DBRA requirements for contractors."

(c) Davis-Bacon General Wage Determinations

A "wage determination" is the listing of wage and fringe benefit for each classification of laborers and mechanics which the Administrator of the Wage and Hour Division of the U.S. DOL has determined to be prevailing in a given area for a construction. In general, the project area is the county where the project will take place. For the type of construction, the Davis-Bacon Wage Determinations are classified by the nature of the construction projects performed, specifically listed as "schedules": residential, building, highway, and heavy construction. A brief outline of the definitions for each schedule is listed below.

Construction Type: Residential determination

This determination includes the construction, alteration or repair of single-family houses, apartment buildings of no more than four stories in height. This includes all incidental items such as site work, parking areas, utilities, streets, and sidewalks.

Construction Type: Building determination

This determination includes construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

or supplies; all construction of such structures; the installation of utilities and of equipment, both above and below grade levels; as well as incidental grading, utilities and paving. Such structures need not be "habitable" to be building construction. Also, the installation of heavy machinery and/or equipment does not generally change the project's character as a building.

Construction Type: Highway determination

This determination includes construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction.

Construction Type: Heavy determination

This determination includes those projects that are not properly classified as either "building," "highway," or "residential." Unlike these classifications, heavy construction is not a homogenous classification. Because of this catch-all nature, projects within the heavy classification may sometimes be distinguished on the basis of their particular project characteristics, and separate schedules may be issued for dredging projects, water and sewer line projects, dams, major bridges, and flood control projects.

The Owner should review their Contractor's wage decisions and confirm they provide an adequate classification of the labor required for the specific construction contract. Most CWSRF and DWSRF projects will fall under the "Heavy" construction type, but Owners should ask their Consulting Engineers if unsure.

Some contracts or projects may require more than one general schedule to be included depending on the nature and extent of the work (i.e. a building is constructed in a water treatment facility). This is described in more detail in DOL's All Agency Memorandum 130 with Addendum 131. See the DOL's website http://www.dol.gov/whd/programs/dbra/memorand.htm. In such cases, the contracting agency must incorporate the applicable wage determination for each type of construction involved that is anticipated to be substantial. The contracting agency is responsible for designating the specific work for which each incorporated wage determination applies ((29 CFR 1.6(b)(1)). The contracting agency should designate the work or part thereof applies per Federal Acquisition Regulations (FAR) 22.404-2 thru 404-3 (www.acquisition.gov/far/22.404-2). Should overlaps occur in the wage classification schedules for the contract(s), the Owner may consider adopting the higher rate classification.

In all cases, the Owner is responsible to ensure an adequate classification is provided for compliance with the law. Where Contractors alert the Owner that the classification is inadequate, the Owner should work with the Contractor and the DOL to address any valid concerns.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

All questions regarding Davis-Bacon guidance can be directed to: U.S. Department of Labor Wage and Hour Division1-866-4USWAGE (1-866-487-9243), TTY: 1-877-889-5627, Monday-Friday 8 a.m. to 8 p.m. Eastern Time.

If you require further information about Davis-Bacon and how to apply it to your project, please contact the Texas Water Development Board Regional Water Project Development (RWPD) Team Manager for your region.

The Owner and Contractor may obtain additional information on the Davis-Bacon Wage Rates requirements in the TWDB's Guidance DB-0156 – "Guidance on Davis-Bacon Wage Rate Requirements".

Option 1 – Applies to Governmental Entities (such as Cities and Districts)

1. Applicability of the Davis-Bacon and Related Acts Prevailing Wage Requirements.

Davis-Bacon and Related Acts (DBRA) prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the Clean Water State Revolving Fund and to any construction project carried out in whole or in part by assistance made available by the Drinking Water State Revolving Fund. If an Owner encounters a unique situation at a site that presents uncertainties regarding DBRA applicability, the Owner must discuss the situation with the TWDB before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Owners shall obtain the wage determination for the locality in which a covered activity subject to DBRA will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DBRA. These wage determinations must be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that Subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the Owner shall monitor https://sam.gov/content/wage-determinations weekly to ensure that the wage determination contained in the solicitation remains current. The recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the TWDB that there is not a reasonable time to notify interested contractors of the modification of the wage determination. In the request, the subrecipient shall include documentation of the bid date and time and the DOL wage modification date. The TWDB will review the documentation and provide a report of its findings to the subrecipient. The subrecipient shall keep the report in the project contract file.

(ii) If the Owner does not award the contract within 90 days of the bid opening, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the TWDB, at the request of the

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Owner, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Owner shall monitor https://sam.gov/content/wage-determinations on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the Owner carries out activity subject to DBRA by issuing a task order, work assignment or similar instrument to an existing Contractor (ordering instrument) rather than by publishing a solicitation, the Owner must insert the appropriate DOL wage determination from https://sam.gov/content/wage-determinations into the ordering instrument. For "work order" type contracts, the most recent revision(s) of any applicable wage determination(s) on each anniversary date of the contract's award (or each anniversary date of the beginning of construction when there is no award). (29 CFR 1.6(c)(2)(iii))

(c) Owners must review all subcontracts subject to DBRA entered into by Prime Contractors to verify that the prime Contractor has required its Subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to an Owner's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the Owner has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the Owner must either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The Owner's Contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

The subrecipient must insert in full in any contract to which Davis-Bacon and Related Acts apply, the following clauses. Reference to www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts and 29 CRF 5.5.

The Contractor acknowledges that by entering into this contract with a contracting agency, funded by an EPA Assistance agreement (grant), the Contractor agrees to comply with the following terms and conditions in accordance with 29 CFR 5.5, if this contract is for activities covered under Davis-Bacon and Related Acts (DBRA) and exceeds (or will exceed) $2,000. Definitions for many of the terms used below are provided in 29 CFR 5.2.

(1) Minimum wages.

(i) Wage rates and fringe benefits

All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) Frequently recurring classifications

(A) In addition to wage and fringe benefit rates that have bene determined to be prevailing under the procedures set forth in 29 CFR Part 1, a wage determination may contain, pursuant to 29 CFR 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

(1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(2) The classification is used in the area by the construction industry; and

(3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) Conformance

(A) The contracting officer must require that any class of laborers or mechanics,

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is used in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to the TWDB. The TWDB will transmit the request to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the TWDB or will notify the TWDB within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the TWDB will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker, or it must be posted as part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

(v) Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) Interest

In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding.

(i) Withholding requirements

The EPA, grant recipient, subrecipient at any tier, and/or contracting agency upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2).

The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv) of this section, the **EPA, grant recipient, subrecipient at any tier, and/or contracting agency** may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

(ii) Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or 29 CFR 5.5(b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(3) Records and certified payrolls

(i) Basic record requirements

(A) Length of record retention

All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least three (3) years after all the work on the prime contract is completed.

(B) Information required

Such records must contain the name; Social Security number; last known address, telephone number, and email of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) Additional records relating to fringe benefits

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

(D) Additional records relating to apprenticeship.

Contractors with apprentices working under approved programs must maintain written evidence of the apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) Certified payroll requirements

(A) Frequency and method of submission

The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts- covered work is performed, certified payrolls to the **contracting agency** if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the **contracting agency.** The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least three (3) years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) Information required

The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and las known addresses, telephone numbers, and email addresses must not be included on the weekly transmittals. Instead the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) Statement of Compliance

Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

(1) That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(iii), and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) Use of Optional Form WH-347

The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

(E) Signature

The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) Falsification

The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) Length of certified payroll retention

The contractor or subcontractor must preserve all certified payrolls during the course of the work for a period of three (3) years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents

The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of three (3) years after all the work on the prime contract is completed.

(iv) Required disclosures and access

(A) Required record disclosure and access to workers

The contractor or subcontractor must make the records required under paragraph (a)(3)(i) through (iii) of this section, and any other documents that the **EPA,**

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recipient, or subrecipient at any tier, and/or contracting agency, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of the **TWDB, EPA, recipient, or subrecipient at any tier, and/or contracting agency,** or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) Sanctions for non-compliance with records and worker access requirements

If the contractor or subcontractor fails to submit the required records or to make them available, or refuse to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) Required information disclosures

Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the Environmental Protection Agency if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the EPA, recipient, or subrecipient at any tier, contracting agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) Apprentices and Equal Employment Opportunity

(i) Apprentices

(A) Rate of pay

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) Fringe benefits

Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) Apprenticeship ratio

The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) Reciprocity of ratios and wage rates

Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) Equal employment opportunity

The use of apprentices and journey workers under this part must be in conformity with 29 CFR part 30.

(5) Is reserved.

(6) Subcontracts

The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section or a link to the **DBRA Requirements for Contractors and Subcontractors Under EPA Grants** document on EPA's

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Contract Provisions for Davis-Bacon and Related Acts webpage, along with the applicable wage determination(s) and such other clauses or contract modifications as the Environmental Protection Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The Prime Contractor is responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the Prime Contractor and any Subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier Subcontractors, and may be subject to debarment, as appropriate.

(7) – (9) are reserved.

(10) Certificate of Eligibility

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) Anti-Retaliation

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or (iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

4. Contract Provision for Contracts in Excess of $100,000.

For contracts over $100,000, additional Terms and Conditions apply. The DBRA Requirements for Contracts in Excess of $100,000 Under EPA Grants document is available on EPA's Contract Provisions for Davis-Bacon and Related Acts webpage provides the additional requirements provided under 29 CFR 5.5. This information is included as follows:

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

(b) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (b)(1) through (5) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a), above or 29 CFR 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which they are employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

(3) Withholding for unpaid wages and liquidated damages.

(i) Withholding process. The subrecipient may, upon its own action, or must upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or 29 CFR 5.5(b)(3)(i) of this section, or both, over claims to those funds by:

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) CWHSSA required records clause. In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Subrecipient must insert a clause requiring that the contractor or subcontractor must maintain payrolls and basic records during the course of the work and must preserve them for a period of three (3) years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each workers' correct classification(s) of work actually

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

performed, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient must insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the EPA, the TWDB, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(d) Incorporation of contract clauses and wage determinations by reference. Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) Incorporation by operation of law. The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

5. Compliance Verification and Enforcement

(a) Agency responsibilities.

(1)(i) The Federal agency has the initial responsibility to ascertain whether the clauses required by 29 CFR 5.5 and the appropriate wage determination(s) have been incorporated into the contracts subject to the labor standards provisions of the laws referenced by 29 CFR 5.1. Additionally, a Federal agency that provides Federal financial assistance that is subject to the labor standards provisions of the Act must promulgate the necessary regulations or procedures to require the recipient or sub-recipient of the Federal assistance to insert in its contracts the provisions of 29 CFR 5.5. No payment, advance, grant, loan, or guarantee of funds will be approved by the Federal agency unless it ensures that the clauses required by 29 CFR 5.5 and the appropriate wage determination(s) are incorporated into such contracts. Furthermore, no payment, advance, grant, loan, or guarantee of funds will be approved by the Federal agency after the beginning of construction unless there is on file with the Federal agency a certification by the contractor that the contractor and its subcontractors have complied with the provisions of 29 CFR 5.5 or unless there is on file with the Federal agency a certification by the contractor that there is a substantial dispute with respect to the required provisions.

(ii) If a contract subject to the labor standards provisions of the applicable statutes referenced by 29 CFR 5.1 is entered into without the incorporation of the clauses required by 29 CFR 5.5, the agency must, upon the request of the Administrator or upon its own initiative, either terminate and resolicit the contract with the required

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

contract clauses, or incorporate the required clauses into the contract (or ensure they are so incorporated) through supplemental agreement, change order, or any and all authority that may be needed. Where an agency has not entered directly into such a contract but instead has provided Federal financial assistance, the agency must ensure that the recipient or sub-recipient of the Federal assistance similarly incorporates the clauses required into its contracts. The method of incorporation of the correct wage determination, and adjustment in contract price, where appropriate, should be in accordance with applicable law. Additionally, the following requirements apply:

(A) Unless the Administrator directs otherwise, the incorporation of the clauses required by 29 CFR 5.5 must be retroactive to the date of contract award or start of construction if there is no award.

(B) If this incorporation occurs as the result of a request from the Administrator, the incorporation must take place within 30 days of the date of that request, unless the agency has obtained an extension from the Administrator.

(C) The contractor must be compensated for any increases in wages resulting from incorporation of a missing contract clause.

(D) If the recipient refuses to incorporate the clauses as required, the agency must make no further payment, advance, grant, loan, or guarantee of funds in connection with the contract until the recipient incorporates the required clauses into its contract, and must promptly refer the dispute to the Administrator for further proceedings under 29 CFR 5.13.

(E) Before terminating a contract pursuant to this section, the agency must withhold or cross-withhold sufficient funds to remedy any back wage liability resulting from the failure to incorporate the correct wage determination or otherwise identify and obligate sufficient funds through a termination settlement agreement, bond, or other satisfactory mechanism.

(F) Notwithstanding the requirement to incorporate the contract clauses and correct wage determination within 30 days, the contract clauses and correct wage determination will be effective by operation of law, retroactive to the beginning of construction, in accordance with 29 CFR 5.5(e).

(2) (i) Certified payrolls submitted pursuant to 29 CFR 5.5(a)(3)(ii) must be preserved by the Federal agency for a period of three (3) years after all the work on the prime contract is completed, and must be produced at the request of the Department of Labor at any time during the 3-year period, regardless of whether the Department of Labor has initiated an investigation or other compliance action.

(ii) In situations where the Federal agency does not itself maintain certified payrolls required to be submitted pursuant to 29 CFR 5.5(a)(3)(ii), upon the request of the Department of Labor the Federal agency must ensure that such certified payrolls are provided to the Department of Labor. Such certified payrolls may be provided by the applicant, sponsor, owner, or other entity, as the case may be, directly to the Department of Labor, or to the Federal agency which, in turn, must provide those records to the Department of Labor.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

(3) The Federal agency will cause such investigations to be made as may be necessary to assure compliance with the labor standards clauses required by 29 CFR 5.5 and the applicable statutes referenced in 29 CFR 5.1. Investigations will be made of all contracts with such frequency as may be necessary to assure compliance. Such investigations will include interviews with workers, which must be taken in confidence, and examinations of certified payrolls, regular payrolls, and other basic records required to be maintained under 29 CFR 5.5(a)(3). In making such examinations, particular care must be taken to determine the correctness of classification(s) of work actually performed, and to determine whether there is a disproportionate amount of work by laborers and of apprentices registered in approved programs. Such investigations must also include evidence of fringe benefit plans and payments thereunder. Federal agencies must give priority to complaints of alleged violations.

(4) In accordance with normal operating procedures, the contracting agency may be furnished various investigatory material from the investigation files of the Department of Labor. None of the material, other than computations of back wages, liquidated damages, and monetary relief for violations of 29 CFR 5.5(a)(11) or (b)(5), and the summary of back wages due, may be disclosed in any manner to anyone other than Federal officials charged with administering the contract or program providing Federal assistance to the contract, without requesting the permission and views of the Department of Labor.

(b) Department of Labor Investigations and other compliance actions.

(1) The Administrator will investigate and conduct other compliance actions as deemed necessary in order to obtain compliance with the labor standards provisions of the applicable statutes referenced by 29 CFR 5.1, or to affirm or reject the recommendations by the Agency Head with respect to labor standards matters arising under the statutes referenced by 29 CFR 5.1.

(2) Federal agencies, contractors, subcontractors, sponsors, applicants, owners, or other entities, as the case may be, must cooperate with any authorized representative of the Department of Labor in the inspection of records, in interviews with workers, and in all other aspects of the investigations or other compliance actions.

(3) The findings of such an investigation or other compliance action, including amounts found due, may not be altered or reduced without the approval of the Department of Labor.

(4) Where the underpayments disclosed by such an investigation or other compliance action total $1,000 or more, where there is reason to believe that the contractor or subcontractor has disregarded its obligations to workers or subcontractors, or where liquidated damages may be assessed under CWHSSA, the Department of Labor will furnish the Federal agency an enforcement report detailing the labor standards violations disclosed by the investigation or other compliance action and any action taken by the contractor or subcontractor to correct the violations, including any payment of back wages or any other relief provided workers or remedial actions taken for violations of 29 CFR 5.5(a)(11) or (b)(5). In other circumstances, the Department of Labor will furnish the Federal agency a notification summarizing the findings of the investigation or other compliance action.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

(c) Confidentiality requirements. It is the policy of the Department of Labor to protect from disclosure the identity of its confidential sources and to prevent an unwarranted invasion of personal privacy. Accordingly, the identity of a worker or other informant who makes a written or oral statement as a complaint or in the course of an investigation or other compliance action, as well as portions of the statement which would tend to reveal the identity of the informant, will not be disclosed in any manner to anyone other than Federal officials without the prior consent of the informant. Disclosure of such statements is also governed by the provisions of the "Freedom of Information Act" (5 U.S.C. 552, see part 70 of this subtitle) and the "Privacy Act of 1974" (5 U.S.C. 552a, see part 71 of this subtitle).

Option 2 – Applies to Non-Governmental Entities (such as Water Supply Corporations and Private Companies)

1. Applicability of the Davis-Bacon (DB) prevailing wage requirements.

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the TWDB before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Owner must obtain proposed wage determinations for specific localities at https://sam.gov/content/wage-determinations. After the Owner obtains its proposed wage determination, it must submit the wage determination to the TWDB for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the TWDB.)

(b) Owner shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the Owner shall monitor https://sam.gov/content/wage-determinations on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the TWDB that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The TWDB will provide a report of its findings to the subrecipient.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

(ii) If the Owner does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the TWDB, at the request of the Owner, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Owner shall monitor https://sam.gov/content/wage-determinations on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the Owner carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing Contractor (ordering instrument) rather than by publishing a solicitation, the Owner shall insert the appropriate DOL wage determination from https://sam.gov/content/wage-determinations into the ordering instrument.

(d) Owners shall review all subcontracts subject to DB entered into by prime Contractors to verify that the prime Contractor has required its Subcontractors to include the applicable wage determinations.

(e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to an Owner's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the Owner has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the Owner shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The Owner's Contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

The subrecipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 CFR 5.1, the following clauses:

(1) Minimum wages.

(i) Wage rates and fringe benefits.

All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

relationship which may be alleged to exist between the contractor and such laborers and mechanics.

As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(v); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CRF 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, https://sam.gov/content/wage-determinations.

(ii) Frequently recurring classifications.

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR Part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR Part 5.5(a)(1)(iii), provided that:

(1) The work to be performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(2) The classification is utilized in the area by the construction industry; and

(3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

(iii) Conformance.

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is used in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Owner(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the Owner(s) to the TWDB. The TWDB will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor via email to DBAconformance@dol.gov, and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the TWDB or will notify the TWDB within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Owner(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the TWDB will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the TWDB, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the TWDB or will notify the TWDB within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5(a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5(a)(1)(iii)(C) and (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

(iv) Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) Unfunded plans. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, in accordance with t criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) Interest. In the event of a failure to pay all or part of the wages required by the contract, the Contractor will be required to pay interest on any underpayment of wages.

(2) Withholding

(i) Withholding requirements. The Owner(s) may, upon its own action or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor, so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the Prime Contractor or any Subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CRF 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same Prime Contractor (as defined in § 5.2). The necessary funds may be withheld from the Contractor under this contract, any other Federal contract with the same Prime Contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same Prime Contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Contractor liability for which the funds were withheld. In the event of a Contractor's failure to pay laborers and mechanics, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the Contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), the EPA may, on its own initiative and after written notice to the Contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with 29 CFR (a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(3) Records and certified Payrolls.

(i) Basic Record requirements.

(A) Length of record retention. All regular payrolls and other basic records must be maintained by the Contractor any Subcontractor during the course of the work and preserved for all laborers and mechanics working at the stie of the work (or otherwise work in construction or development of the project under a development statute) for a period of at least three (3) years after all the work on the prime contract is completed.

(B) Information required. Such records shall contain the name, last known address, Social Security Number, telephone number, and email address of each such worker, each worker’s correct classification(s) of work actually performed, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act), daily and weekly number of hours actually worked in total and on each covered contract, deductions made, and actual wages paid.

(C) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the Contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

(ii) Certified payroll requirements.

(A) Frequency and method of submission. The Contractor or Subcontractor must submit weekly, for each week in which any DBA-or Related Acts-covered work is performed, certified payrolls to the Owner, that is, the entity that receives the funds from the TWDB. The Prime Contractor is responsible for the submission of all certified payrolls by Subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature (e.g., DocuSign); the system allows the Contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least three (3) years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system. Such documentation shall be available on request of the TWDB or EPA.

(B) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security Numbers and last known addresses, telephone numbers, and email addresses must not be included on the weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the employee's social security number). The required weekly certified payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division (WHD) Web site at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf or its successor site. It is not a violation of this section for a Prime Contractor to require a Subcontractor to provide full Social Security Numbers and last known addresses, telephone numbers, and email addresses to the Prime Contractor for its own records, without weekly submission by the Subcontractor to the TWDB (or the applicant, sponsor, owner, or other entity as the case may be, that maintains such records).

(C) Statement of Compliance. Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the Contractor or Subcontractor or their agent who pays or supervises the payment of the persons working on the contract and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and that such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) Use of the Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 29 CFR 5.5(a)(3)(ii)(C).

(E) Signature. The signature by the Contractor, Subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature (e.g DocuSign).

(F) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(G) Length of certified payroll retention. The Contractor or Subcontractor must preserve all certified payrolls during the course of the work and for a period of three (3) years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents. The Contractor or Subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The Contractor or Subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of three (3) years after all the work on the prime contract is completed.

(iv) Required disclosures and access.

(A) Required record disclosures and access to workers. The Contractor or Subcontractor must make the records required under 29 CRF 5.5 (a)(3)(i) through (iii), and any other documents that the EPA or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statues referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the TWDB, EPA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) Sanctions for non-compliance with records and worker access requirements. If the Contractor or Subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CRF 5.12. In addition, any Contractor or other person that fails to submit the required records or make those records available to WHD within

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) Required information disclosures. Contractors and Subcontractors must maintain the full Social Security Number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the EPA if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the Contractor, Subcontractor, or both, must, upon request, provide the full Social Security Number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the TWDB, EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) Apprentices and equal employment opportunity

(i) Apprentices.

(A) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

(C) Apprenticeship ratio. The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CRF 5.5(a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) Reciprocity of rations and wage rates. Where a Contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) applicable within the locality in which construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the Contractor's registered program must be observed.

(ii) Equal employment opportunity. The use of apprentices and journeymen under this part must be in conformity with 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11) along with the applicable wage determination(s) and such other clauses or contract modifications as the EPA determines may by appropriate instructions require, and a clause requiring the Subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The Prime Contractor is responsible for the compliance by any Subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5. In the event of any violations of these clauses, the Prime Contractor and any Subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Acts requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

meaning of this clause include disputes between the contractor (or any of its subcontractors) and Owner(s), the TWDB, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the Contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

(ii) No part of this contract shall be Subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

(11) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any Contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

4. Contract Provision for Contracts in Excess of $100,000

(b) Contract Work Hours and Safety Standards Act. The Owner shall insert the following clauses set forth in paragraphs (b)(1) through (5) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchmen and guards.

(1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which they are employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such Contractor and Subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

(3) Withholding for unpaid wages and liquidated damages.

(ii) Withholding process. The Owner may, upon its own action, or must upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the Prime Contractor or any Subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b), any other Federal contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, that is held by the same Prime Contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the Contractor under this contract, any other Federal contract with the same Prime Contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or 29 CFR 5.5(b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(4) Subcontracts. The Contractor or Subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the Prime Contractor and any Subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) CWHSSA required records clause. In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Owner must insert a clause requiring that the Contractor or Subcontractor must maintain payrolls and basic records during the course of the work and must preserve them for a period of three (3) years after all the work on the Prime Contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and Social Security Number of each such worker; each workers' correct classification(s) of work actually performed, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Owner must insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the EPA, the TWDB, and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

(d) Incorporation of contract clauses and wage determinations by reference. Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and Contractors and Subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

(e) Incorporation by operation of law. The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

5. Compliance Verification and Enforcement

(a) Agency responsibilities.

(1)(i) The Federal agency has the initial responsibility to ascertain whether the clauses required by 29 CFR 5.5 and the appropriate wage determination(s) have been incorporated into the contracts subject to the labor standards provisions of the laws referenced by 29 CFR 5.1. Additionally, a Federal agency that provides Federal financial assistance that is subject to the labor standards provisions of the Act must promulgate the necessary regulations or procedures to require the recipient or sub-recipient of the Federal assistance to insert in its contracts the provisions of 29 CFR 5.5. No payment, advance, grant, loan, or guarantee of funds will be approved by the Federal agency unless it ensures that the clauses required by 29 CFR 5.5 and the appropriate wage determination(s) are incorporated into such contracts. Furthermore, no payment, advance, grant, loan, or guarantee of funds will be approved by the Federal agency after the beginning of construction unless there is on file with the Federal agency a certification by the contractor that the contractor and its subcontractors have complied with the provisions of 29 CFR 5.5 or unless there is on file with the Federal agency a certification by the contractor that there is a substantial dispute with respect to the required provisions.

(ii) If a contract subject to the labor standards provisions of the applicable statutes referenced by 29 CFR 5.1 is entered into without the incorporation of the clauses required by 29 CFR 5.5, the agency must, upon the request of the Administrator or upon its own initiative, either terminate and resolicit the contract with the required contract clauses, or incorporate the required clauses into the contract (or ensure they are so incorporated) through supplemental agreement, change order, or any and all authority that may be needed. Where an agency has not entered directly into such a contract but instead has provided Federal financial assistance, the agency must ensure that the recipient or sub-recipient of the Federal assistance similarly incorporates the clauses required into its contracts. The method of incorporation of the correct wage determination, and adjustment in contract price, where appropriate, should be in accordance with applicable law. Additionally, the following requirements apply:

(A) Unless the Administrator directs otherwise, the incorporation of the clauses required by 29 CFR 5.5 must be retroactive to the date of contract award or start of construction if there is no award.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

(B) If this incorporation occurs as the result of a request from the Administrator, the incorporation must take place within 30 days of the date of that request, unless the agency has obtained an extension from the Administrator.

(C) The contractor must be compensated for any increases in wages resulting from incorporation of a missing contract clause.

(D) If the recipient refuses to incorporate the clauses as required, the agency must make no further payment, advance, grant, loan, or guarantee of funds in connection with the contract until the recipient incorporates the required clauses into its contract, and must promptly refer the dispute to the Administrator for further proceedings under 29 CFR 5.13.

(E) Before terminating a contract pursuant to this section, the agency must withhold or cross-withhold sufficient funds to remedy any back wage liability resulting from the failure to incorporate the correct wage determination or otherwise identify and obligate sufficient funds through a termination settlement agreement, bond, or other satisfactory mechanism.

(F) Notwithstanding the requirement to incorporate the contract clauses and correct wage determination within 30 days, the contract clauses and correct wage determination will be effective by operation of law, retroactive to the beginning of construction, in accordance with 29 CFR 5.5(e).

(2) (i) Certified payrolls submitted pursuant to 29 CFR 5.5(a)(3)(ii) must be preserved by the Federal agency for a period of three (3) years after all the work on the prime contract is completed, and must be produced at the request of the Department of Labor at any time during the 3-year period, regardless of whether the Department of Labor has initiated an investigation or other compliance action.

(ii) In situations where the Federal agency does not itself maintain certified payrolls required to be submitted pursuant to 29 CFR 5.5(a)(3)(ii), upon the request of the Department of Labor the Federal agency must ensure that such certified payrolls are provided to the Department of Labor. Such certified payrolls may be provided by the applicant, sponsor, owner, or other entity, as the case may be, directly to the Department of Labor, or to the Federal agency which, in turn, must provide those records to the Department of Labor.

(3) The Federal agency will cause such investigations to be made as may be necessary to assure compliance with the labor standards clauses required by 29 CFR 5.5 and the applicable statutes referenced in 29 CFR 5.1. Investigations will be made of all contracts with such frequency as may be necessary to assure compliance. Such investigations will include interviews with workers, which must be taken in confidence, and examinations of certified payrolls, regular payrolls, and other basic records required to be maintained under 29 CFR 5.5(a)(3). In making such examinations, particular care must be taken to determine the correctness of classification(s) of work actually performed, and to determine whether there is a disproportionate amount of work by laborers and of apprentices registered in approved programs. Such investigations must also include evidence of fringe benefit plans and payments thereunder. Federal agencies must give priority to complaints of alleged violations.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

(4) In accordance with normal operating procedures, the contracting agency may be furnished various investigatory material from the investigation files of the Department of Labor. None of the material, other than computations of back wages, liquidated damages, and monetary relief for violations of 29 CFR 5.5(a)(11) or (b)(5), and the summary of back wages due, may be disclosed in any manner to anyone other than Federal officials charged with administering the contract or program providing Federal assistance to the contract, without requesting the permission and views of the Department of Labor.

(b) Department of Labor Investigations and other compliance actions.

(5) The Administrator will investigate and conduct other compliance actions as deemed necessary in order to obtain compliance with the labor standards provisions of the applicable statutes referenced by 29 CFR 5.1, or to affirm or reject the recommendations by the Agency Head with respect to labor standards matters arising under the statutes referenced by 29 CFR 5.1.

(6) Federal agencies, contractors, subcontractors, sponsors, applicants, owners, or other entities, as the case may be, must cooperate with any authorized representative of the Department of Labor in the inspection of records, in interviews with workers, and in all other aspects of the investigations or other compliance actions.

(7) The findings of such an investigation or other compliance action, including amounts found due, may not be altered or reduced without the approval of the Department of Labor.

(8) Where the underpayments disclosed by such an investigation or other compliance action total $1,000 or more, where there is reason to believe that the contractor or subcontractor has disregarded its obligations to workers or subcontractors, or where liquidated damages may be assessed under CWHSSA, the Department of Labor will furnish the Federal agency an enforcement report detailing the labor standards violations disclosed by the investigation or other compliance action and any action taken by the contractor or subcontractor to correct the violations, including any payment of back wages or any other relief provided workers or remedial actions taken for violations of 29 CFR 5.5(a)(11) or (b)(5). In other circumstances, the Department of Labor will furnish the Federal agency a notification summarizing the findings of the investigation or other compliance action.

(c) Confidentiality requirements. It is the policy of the Department of Labor to protect from disclosure the identity of its confidential sources and to prevent an unwarranted invasion of personal privacy. Accordingly, the identity of a worker or other informant who makes a written or oral statement as a complaint or in the course of an investigation or other compliance action, as well as portions of the statement which would tend to reveal the identity of the informant, will not be disclosed in any manner to anyone other than Federal officials without the prior consent of the informant. Disclosure of such statements is also governed by the provisions of the “Freedom of Information Act” (5 U.S.C. 552, see part 70 of this subtitle) and the “Privacy Act of 1974” (5 U.S.C. 552a, see part 71 of this subtitle).

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Effective August 13, 2020, all recipients of CWSRF and DWSRF Equivalency funding, regardless of the date of the TWDB commitment, closing date, or Intended Use Plan, must comply with regulations at 2 CFR 200.216, ***Prohibition on certain telecommunication and video surveillance services or equipment***, implementing Section 889 of Public Law 115-232.

The following must be included in *all* project construction contracts associated with equivalency assistance agreements. It must also be in any sub-contract that involves the purchase of telecommunications or video surveillance services or equipment.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

(1) Procure or obtain, extend or renew a contract to procure or obtain;

(2) Enter into a contract (or extend or renew a contract) to procure; or

(3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (https://sam.gov/content/home) exclusion list.

Additional details:

Neither the TWDB nor the EPA have an exhaustive list of components and services that fall under the prohibition. The EPA recommends recipients be mindful of automatic meter reading (AMR) technology and advanced metering infrastructure (AMI), instrumentation control systems (e.g., process control systems, distributed control systems and programmable logic controls), and security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity. Items included in the prohibition are not eligible SRF costs and the TWDB SRF programs cannot reimburse recipients for these costs.

13. Payments

(a) Progress Payments:

i. The Contractor shall prepare their requisition for progress payment as of the last day of the payment month and submit it, with the required number of copies, to the Owner or Engineer for review. Except as provided in Paragraph (iii) of this subsection, the amount of the payment due to the Contractor shall be determined by:

- Adding to the total value of work completed to date,
- The value of materials properly stored on the site, and
- Deducting (1) five percent (5%) minimum of the total amount, as a retainage and (2) the amount of all previous payments.

The total value of work completed to date shall be based on the actual or estimated quantities of work completed and on the unit prices contained in the agreement (or cost breakdown approved pursuant to Section 7.b relating to lump sum bids) and adjusted by approved Change Orders. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoices prices.

Copies of all invoices shall be available for inspection by the TWDB.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

ii. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the contract and the delivery of all improvements embraced in the contract complete and satisfactory to the Owner in all details.

iii. Only one of the following clauses applies:

- This clause applies to contracts when the Owner is a District or Authority. This clause applies to contracts when the Owner is a District or Authority. The retainage shall be a minimum of ten percent (10%) of the amount otherwise due until at least fifty (50%) of the work has been completed. After the project is fifty (50%) percent completed, and if the District or Authority's Board finds that satisfactory progress is being made, then the District may authorize any of the remaining progress payments to be made in full. The District is not obligated to pay interest earned on the first 50% of work completed (Texas Water Code Sec. 49.276(d)).

- This clause applies to contracts when the Owner is a Public Entity (i.e., not a District and not an Authority). The five (5%) percent retainage of the progress payments due to the Contractor may not be reduced until the building of the project is substantially complete and a reduction in the retainage has been authorized by the TWDB (Texas Water Code Sec. 17.183(a)(4)).

(b) Withholding Payments.

The Owner may withhold from any payment otherwise due to the Contractor so much as may be necessary to protect the Owner, and if so elects, may also withhold any amounts due from the Contractor to any Subcontractors or material dealers for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and Subcontractors or material dealers, or to withhold any monies for their protection unless the Owner elects to do so.

The failure or refusal of the Owner to withhold any monies from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this contract.

(c) Payments Subject to Submission of Certificates.

Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of the Subcontractors by general and special conditions pertaining to this contract.

(d) Final Payment.

i. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract, the Contractor shall execute and deliver to the

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Owner a release of all claims against the Owner arising under, or by virtue of, this contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the Owner's claims against the Contractor or his sureties under this contract or applicable performance and payment bonds.

ii. After final inspection and acceptance by the Owner of all work under the contract, the Contractor shall prepare their requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement or cost breakdown (if lump sum), as adjusted by approved Change Orders. The total amount of the final payment due to the Contractor under this contract shall be the amount computed as described above, less all previous payments.

iii. The retainage and its interest earnings, if any, shall not be paid to the Contractor until the TWDB has authorized a reduction in, or release of, retainage on the contract work (see Item 24 Close-Out Procedures for additional information).

iv. Withholding of any amount due to the Owner, under general or special conditions regarding "Liquidated Damages," shall be deducted from the final payment due the Contractor.

14. Equal Employment Opportunity and Affirmative Action

This provision applies to Clean Water State Revolving Fund Program and Drinking Water State Revolving Fund projects where the contract agreement is for more than $10,000.

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will maintain all information and reports by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with the rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals set for minority and female participation and which is set forth in the solicitations from which this contract resulted.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

15. Debarment and Suspension

Equivalency DWSRF and CWSRF construction contracts are subject to the Title 40 Code of Federal Regulations Part 32 concerning Debarment and Suspension. The Contractor will comply with the assurances provided with the bid that led to this contract. The Contractor can use the Debarment/Suspension Certification (SRF-404) for self-certification. The Applicant/Owner must verify that the selected Contractor is not debarred or suspended by reviewing the www.sam.gov website. The Applicant/Owner can use the Debarment/Suspension Certification (SRF-404) for verification of a contractor's status. Both the Contractor and the Applicant/Owner must submit their Debarment/Suspension Certifications (SRF-404) to the TWDB Project Engineer/Reviewer.

Instructions for Certification

(a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

(b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(c) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

(d) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

(e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

(h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(i) Except for transactions authorized under paragraph (e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions.

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

16. State Revolving Fund Procurement Requirements

The TWDB Clean Water and Drinking Water State Revolving Fund programs receive federal funds from the U.S. Environmental Protection Agency (EPA). As a condition of federal grant awards, EPA regulations require that financial assistance recipients (Owners and Prime Contractors/Consultants) make a **"good faith efforts"** to award a fair share of contracts, subcontracts, and procurements in a nondiscriminatory manner whenever procuring **Construction and Non-Construction (supplies, services and equipment)**

Both the project Owner and Prime Consultants/Contractors must submit forms periodically to the TWDB to validate compliance with SRF Procurement requirements.

The Applicant (Owner) must submit form TWDB-0215 with the financial assistance application and be approved by the TWDB prior to Board consideration for any financial assistance commitment. Prime Contractors/Consultants must complete a TWDB-0217 form. The TWDB-0217 form will indicate if any subcontracting opportunities will be available or if the Prime Contractor/Consultant will be self-performing the contract.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

For each construction contract, where the Prime Contractor is utilizing Subcontractors for the project, then the Prime Contractor is required to maintain its own documentation for procurement of Subcontractors prior to request for payment.

The following chart illustrates what forms are required for each type of contract:

Form	Phase (*as applicable*)	Completed by
TWDB-0215	Application	Owner
TWDB-0217	Closing (Procurement of Professional Services)	Prime Engineer, Financial Advisor, Bond Council, and/or any other professional services
	Planning & Design	Prime Engineer
	Construction	Prime Contractor

Note: All forms are to be submitted to the TWDB at the beginning of the applicable project phase.

The Prime Contractor/Consultant shall, if awarding subcontracts, to the extent appropriate, make a good faith effort to award a fair share of work by taking the following steps:

a. Ensure contracting opportunities are posted with ample time to reply;

b. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation;

c. Establishing delivery schedules, where the requirements of the work permit, which will encourage participation; and

d. Using the services and assistance of the Small Business Administration, Minority Business Development Agency of the U.S. Department of Commerce, and Texas Marketplace, as appropriate.

17. Archeological Discoveries and Cultural Resources

No activity which may affect properties listed or properties eligible for listing in the National Register of Historic Places or that are designated or eligible for designation as a State Archeological Landmark is authorized until the Owner has complied with the provisions of the National Historic Preservation Act and the Antiquities Code of Texas.

The Owner has previously coordinated with the appropriate agencies and impacts to known cultural or archeological deposits have been avoided or mitigated. However, the Contractor may encounter unanticipated cultural or archeological deposits during construction.

If archeological sites or historic structures which may qualify for designation as a State Archeological Landmark according to the criteria in 13 TAC Chapter 26, or that may be eligible for listing on the National Register of Historic Places in accordance with 36 CFR Part 800, are encountered after construction operations are begun, the Contractor must immediately cease operations in that particular area, avoid disturbance of the cultural resources, and notify the Owner, the TWDB, and the Texas Historical Commission, P.O. Box 12276, Capitol Station, Austin, Texas 78711.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

The Contractor must take reasonable steps to protect and preserve the discoveries until they have been inspected by the Owner's representative and the TWDB. The Owner will promptly coordinate with the State Historic Preservation Officer, the Texas Historical Commission, and any other appropriate agencies to obtain any necessary approvals or permits to enable the work to continue. The Contractor must not resume work in the area of discovery until authorized to do so by the Owner.

18. Threatened and Endangered Species

No activity is authorized that is likely to jeopardize the continued existence of a threatened or endangered species as listed or proposed for listing under the Federal Endangered Species Act (ESA), or the State of Texas Parks and Wildlife Code on threatened, endangered and state-listed species, or to destroy or adversely modify the habitat of such species.

If a threatened, endangered, or state-listed species is encountered during construction, the Contractor must immediately cease work in the area of the encounter, avoid disturbance of the animal or plant, and notify the TWDB and the Owner, who will immediately implement actions in accordance with the ESA and applicable State statutes. These actions must include reporting the encounter to the TWDB, the U. S. Fish and Wildlife Service, and the Texas Parks and Wildlife Department, obtaining any necessary approvals or permits to enable the work to continue, and implementing other mitigation actions as directed. The Contractor must not resume construction in the area of the encounter until authorized to do so by the Owner.

19. Hazardous Materials

Materials utilized in the project must be free of any hazardous materials, except as may be specifically provided for in the specifications.

If the Contractor encounters existing hazardous material on sites owned or controlled by the Owner, or in material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor must immediately notify the Consulting Engineer and the Owner, who will immediately notify the TWDB and appropriate authorities, depending on the circumstances, such as local emergency responders, the Texas Commission on Environmental Quality (TCEQ), The U.S. Environmental Protection Agency (EPA), and others.

Unless otherwise directed by appropriate authorities, the Owner will be responsible for the testing and removal or disposal of hazardous materials on sites owned or controlled by the Owner, and may suspend work in the area of the encounter, wholly or in part, during testing, removal, or disposal operations.

Funding from the TWDB must not be used for sampling, testing, removing, or disposing of contaminated soils or media at the project site, except for an LSLR project or associated activity directly connected to the identification, planning, design, and replacement of lead service lines. The Obligations within the contract must include an environmental indemnification provision wherein the Owner/Applicant agrees, and agrees to cause its construction contractors, to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action, or damages arising from activities performed during the project funded by the TWDB, including their officials and employees, in connection with the project, to the extent permitted by law.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

20. Project Signage

The Owner must implement one of the signage options below and keep records of proof of compliance as described in TWDB Project Public Awareness (PPA) Guidance (TWDB-1109); and submit the PPA Certification (TWDB-1109-A) with their initial construction outlay request:

- Online signage placed on community website or social media outlet;
- Press release;
- Posters or wall signage in a public building or location;
- Newspaper or periodical advertisement for project construction, groundbreaking ceremony, or operation of the new or improved facility; or
- On-site signage erected in a prominent location at the construction project site or along a major thoroughfare within the community as directed by the Owner.

If the Owner decides on a public or media event to publicize the accomplishment of significant events related to construction of the project, the U.S. Environmental Protection Administration (EPA), Region 6, must be provided with at least a ten (10) working day notice of the event and provided the opportunity to attend and participate. Please contact Section Supervisor Denise Hamilton, who can be reached at (214) 665-2775 or Hamilton.Denise@epa.gov.

21. Changes

*Provisions identified with an asterisk below are consistent with Local Government Code 271.060. Counties and Municipalities may modify the identified provisions, when applicable, to conform to Local Government Code 262.031 (Counties) or 252.048 (Municipalities).

(a) The Owner may at any time, without notice to any surety, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including but not limited to changes:

i. In the specifications (including drawings and designs);

ii. In the time, method, or manner of performance of the work;

iii. To decrease or increase the quantity of work to be performed or materials, equipment, or supplies to be furnished;

(b) *The total price of a contract may not be increased by a change order unless provision has been made for the payment of the added cost by the appropriation of current funds or bond funds for that purpose, by the authorization of the issuance of certificates, or by a combination of those procedures.

(c) *A contract with an original contract price of $1 million or more may not be increased by more than 25 percent. If a change order for a contract with an original contract price of less than $1 million increases the contract amount to $1 million or more, subsequent change orders may not increase the revised

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

contract amount by more than 25 percent.

(d) *A governing body may grant authority to an official or employee responsible for purchasing or for administering a contract to approve a change order that involves an increase or decrease of $50,000 or less.

(e) Changes that involve an increase in price will be supported by documentation of the cost components. For projects funded through the EDAP program, or with grant proceeds, the TWDB staff may request this information to be provided in a format equivalent to the Cost and Pricing Information form (No. WRD-277).

(f) Any change orders involving a change in the project requiring a relocation of project components, sizing, or process may require additional environmental approval. A map and description of the proposed changes should be sent to the TWDB Environmental Reviewer for coordination and approval as soon as possible to avoid any delay.

22. Operation and Maintenance Manuals and Training

(a) The Contractor shall obtain installation, operation, and maintenance manuals from manufacturers and suppliers for equipment furnished under the contract. The Contractor must submit an electronic copy (e.g., PDF) with bookmarks of each complete manual to the Owner's Engineer within 90 days after approval of shop drawings, product data, and samples, and not later than the date of shipment of each item of equipment to the project site or storage location. One (1) hard copy, with divider tabs in a binder, must be submitted to the Owner's Engineer upon request.

(b) The Owner shall require their Engineer to promptly review each manual submitted, noting necessary corrections and revisions. If the Owner's Engineer rejects the manual, the Contractor must correct and resubmit the manual until it is acceptable to the Owner's Engineer as being in conformance with the design concept of the project and for compliance with information given in the Contract Documents. Owner may assess the Contractor a charge for reviews of the same items in excess of two (2) times. Such procedure shall not be considered cause for delay.

(c) Acceptance of manuals by Owner's Engineer does not relieve the Contractor of any requirements of terms of Contract.

(d) The Contractor shall provide the services of trained, qualified technicians to check final equipment installation, to assist as required in placing same in operation, and to instruct operating personnel in the proper manner of performing routine operation and maintenance of the equipment.

(e) Operations and maintenance manuals specified hereinafter are in addition to any operation, maintenance, or installation instructions required by the Contractor to install, test, and start-up the equipment. Each manual is to be bound in a folder and labeled to identify the contents and project to which it applies. The manual shall contain the following applicable items:

i. A listing of the manufacturer's identification, including order number,

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model, serial number, and location of parts and service centers.

ii. A list of recommended stock of parts, including part number and quantity.

iii. Complete replacement parts list.

iv. Performance data and rating tables.

v. Specific instructions for installation, operation, adjustment, and maintenance.

vi. Exploded view drawings for major equipment items.

vii. Lubrication requirements.

viii. Complete equipment wiring diagrams and control schematics with terminal identification.

23. As-Built Dimensions and Record Drawings

(a) The Contractor shall make appropriate daily measurements of facilities constructed and keep accurate records of location (horizontal and vertical) of all facilities.

(b) Upon completion of each facility, the Contractor must furnish the Owner with one (1) set of full-size direct prints, marked with red pencil, to show as-built dimensions and locations of all work constructed (Record Drawings) and one (1) full-size electronic set of these drawings (e.g., PDF). As a minimum, the final drawings shall include the following:

i. Horizontal and vertical locations of work.

ii. Changes in equipment and dimensions due to substitutions.

iii. "Nameplate" data on all installed equipment.

iv. Deletions, additions, and changes to scope of work.

v. Any other changes made.

24. Close-Out Procedures

To close-out the construction contract and release final retainage, the following steps must be completed:

(a) The TWDB Staff must conduct a construction contract Final Site Visit (FSV) and issue a FSV Report;

(b) The following submittals must be received, reviewed, and accepted by the TWDB:

i. The final change order, adjustment of quantities, or a statement that all change orders have previously been submitted and there will be no more change orders;

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

ii. The final pay request from the Contractor;

iii. A notarized affidavit by the Contractor that all bills have been paid;

iv. Certification by the Owner's Engineer that the work has been completed and was constructed in accordance with the approved plans and specifications and sound engineering principals and construction practices;

v. Acceptance of the project by the Owner in the form of a written resolution or other formal action;

vi. A warranty statement from the Contractor with a duration of at least 12 months from the date of project's completion is required; and the warranty's start date specified;

vii. The Owner's Final AIS Certification (TWDB-1106-C) **OR** Final BABA Certification (TWDB-1110-B), whichever is applicable;

viii. Confirmation that TWDB-1109-A form certifying the Project Public Awareness method of implementation used (applies to the entire SRF project) was submitted with the first outlay for the initial construction contract; Confirmation that the Owner and the Consulting Engineer have both received copies of the Record Drawings from the Contractor; and

ix. If CWSRF or DWSRF funds were used by the entity to prepare a Fiscal Sustainability Plan (FSP) or an Asset Management Plan (AMP), then the Owner must submit a copy of the applicable plan;

(c) Once items (a) and (b) have been completed, the TWDB will be able to issue a Certificate of Approval, which will then allow the release of the construction contract's retainage.

25. Additional Forms and Information

The forms and guidance documents, mentioned throughout this Guidance and below, are available at the following TWDB website:
http://www.twdb.texas.gov/financial/instructions/index.asp
Search by either the document number or name.

Forms:

- Contractor's Act of Assurance (ED-103)
- Contractor's Resolution on Authorized Representative (ED-104)
- Debarment / Suspension Certification (SRF-404)
- The TWDB Prime Consultant/Contractor Certification (TWDB-0217)
- Monthly American Iron and Steel Certificate (TWDB-1106-A)
- American Iron and Steel (AIS) De Minimis Log (TWDB-1106-B)
- Final AIS Certification by Owner (TWDB-1106-C)
- Monthly Buy America, Build America (BABA) Act Certificate (TWDB-1110-A)
- Final Buy America, Build America (BABA) Act Certification (TWDB-1110-B)
- State Revolving Fund (SRF) Project Public Awareness Certification (TWDB-1109-A)

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

- Monthly Davis Bacon Wage Rate Certificate of Compliance Submittal by Owner (Sub-Recipient) (DB-0154)

Guidance Documents:

- CWSRF Guidance Manual (TWDB-0100)
- DWSRF Guidance Manual (TWDB-0115)
- State Revolving Fund Procurement Guidance (TWDB-0210)
- Requirements for American Iron and Steel (AIS) Guidance (TWDB-1106)
- Requirements for Build America, Buy America (BABA) Act Guidance (TWDB-0558)
- Guidance on Davis-Bacon Wage Rate Requirements for State Revolving Fund Projects (DB-0156)

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

EXHIBIT AA – WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA)SPECIAL CONDITIONS

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

WIFIA Specification Package and Bid Contract Language

Last Updated: May 2025

AMERICAN IRON AND STEEL (AIS) REQUIREMENT

The Contractor acknowledges to and for the benefit of **[Insert WIFIA Borrower Name]** ("Purchaser") and the United States Environmental Protection Agency ("EPA") that it understands the goods and services under this Agreement are being funded with monies made available by the Water Infrastructure Finance and Innovation Act program of the EPA that has statutory requirements commonly known as "American Iron and Steel" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents, warrants and covenants to and for the benefit of the Purchaser and the EPA that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the EPA. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or the EPA to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or the EPA resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EPA or any damages owed to the EPA by the Purchaser). While the Contractor has no direct contractual privity with the EPA, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the EPA is a third- party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the EPA.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

BUILD AMERICA, BUY AMERICA ACT

Other language may be included on contracts for clarity on this federal requirement if an applicable waiver applies. For example, if the WIFIA program has determined program waiver coverage, indicate in contract documents, "This Project is covered under the WIFIA Program Waiver (June 22, 2022), which waives BABA requirements."

Build America, Buy America (Effective May 14, 2022)
The Contractor acknowledges to and for the benefit of _ ("Purchaser") and the United States Environmental Protection Agency ("EPA") that it understands the goods and services under this Agreement are being funded with federal monies made available by the Water Infrastructure Finance and Innovation Act program of EPA that have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Purchaser or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

LABOR LAWS AND STANDARDS

The language below reflects the August 2023 updates to the Davis Bacon regulations.

Contract provisions and related matters.

a) *Required contract clauses.* The Agency head will cause or require the contracting officer to require the contracting officer to insert in full, or (for contracts covered by the Federal Acquisition Regulation (48 CFR chapter 1)) by reference, in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the laws referenced by § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided,* That such modifications are first approved by the Department of Labor):

(1) *Minimum wages —*

(i) *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

(ii) *Frequently recurring classifications.*

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

(1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(2) The classification is used in the area by the construction industry; and

(3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(*3*) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) Conformance.

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is used in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov,* refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) *Withholding —*

(i) *Withholding requirements.* The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment,

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

advance, or guarantee of funds until such violations have ceased.

(ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(3) *Records and certified payrolls —*

(i) *Basic record requirements —*

(A) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements —*

(A) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.

(E) *Signature.* The signature by the contractor, subcontractor, or the contractor's or

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) *Required disclosures and access —*

(A) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) *Apprentices and equal employment opportunity —*

(i) *Apprentices —*

(A) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

(ii) *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

b) *Contract Work Hours and Safety Standards Act (CWHSSA).* The Agency Head must cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1) through (5) of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by paragraph (a) of this section or 29 CFR 4.6. As used in this paragraph (b), the terms "laborers and mechanics" include watchpersons and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) *Withholding for unpaid wages and liquidated damages —*

(i) *Withholding process.* The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

(ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.*

(i) It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for: Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

c) *CWHSSA required records clause.* In addition to the clauses contained in paragraph (b) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by § 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

d) *Incorporation of contract clauses and wage determinations by reference.* Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

e) *Incorporation by operation of law.* The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by § 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Effective August 13, 2020). The John S. McCain National Defense Authorization Act for Fiscal Year 2019 (P.L. 115-232), at Section 889, prohibits EPA financial assistance recipients, including WIFIA borrowers, from expending loan funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in the Act, "covered telecommunications equipment or services" means:

a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
b) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
c) Telecommunications or video surveillance services provided by such entities or using such equipment.
d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
e) The Act does not prohibit:
f) Procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements.
g) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

ECONOMIC AND MISCELLANEOUS AUTHORITIES

DEBARMENT AND SUSPENSION AND PROHIBITIONS RELATING TO VIOLATIONS OF CWA AND CAA WITH RESPECT TO FEDERAL CONTRACTS, GRANTS, OR LOANS

Debarment and Suspension. Contractor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the [Project]. Suspension and debarment information can be accessed at http://www.sam.gov. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

NEW RESTRICTIONS ON LOBBYING

Federal Lobbying Restrictions (31 U.S.C 1352). Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over $100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

CIVIL RIGHTS, NONDISCRIMINATION, AND EQUAL EMPLOYMENT OPPORTUNITY AUTHORITIES

AGE DISCRIMINATION ACT, SECTION 504 OF THE REHABILITATION ACT, TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AND SECTION 13 OF THE CLEAN WATER ACT

CIVIL RIGHTS OBLIGATIONS. Contractor shall comply with the following federal non-discrimination requirements:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP). (42 U.S.C 2000D, *et. seq)*
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities. (29 U.S.C. 794, supplemented by EO 11914, 41 FR
- 17871, April 29, 1976 and EO 11250, 30 FR 13003, October 13, 1965)
- The Age Discrimination Act of 1975, which prohibits age discrimination. (42 U.S.C 6101 *et. seq)*
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
- 40 CFR Part 7, as it relates to the foregoing.

EQUAL EMPLOYMENT OPPORTUNITY

Note the language below include 41 CFR 60 contract language for: EEO, Standard Federal Equal Employment Opportunity Construction Contract Specifications*, and* Segregated Facilities.

Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, revokes Executive Order 11246, Equal Employment Opportunity. However, the Department of Labor issued regulations implementing certain sections of the EO 11246 at 41 CFR part 60. Until DOL revokes these regulations, they remain effective law and compliance is required. Note that the required contract language references the revoked EO 11246 in several places. Though the language is required, any mention of EO 11246 can be disregarded.

Equal Employment Opportunity (EEO). The Contractor shall comply with Executive Order 11246, entitled 'Equal Employment Opportunity,' as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). (EO 11246, 30 FR 12319, September 28, 1965)

Contractor's compliance with Executive order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

Standard Federal Equal Employment Opportunity Construction Contract Specifications. (41 CFR 60-4.3)

2) As used in these specifications:
   f) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
   g) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   h) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
   i) "Minority" includes:
      i)Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
      iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

   2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
    a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
    b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
    c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
    d) Provide immediate written notification to the Director when the union or unions with which the

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

Docusign Envelope ID: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C

m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific

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affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Segregated Facilities. (41 CFR 60-1.8) The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term “facilities,” as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

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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.**

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

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 DocuSigned by:
Sam Reidy
FE8AGF30DF664FD...
Signature of vendor doing business with the governmental entity

2/6/2026
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.

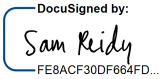
Certificate Of Completion

Envelope Id: 2BDA2EE8-AFB4-4B50-8CFB-AF6CA58CB79C
Status: Sent
Subject: Please DocuSign: City Council Contract 8289 CMAR Construction Phase for PCWRP Expansion
Source Envelope:
Document Pages: 266
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
2/5/2026 2:18:50 PM
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: 2/5/2026 2:30:12 PM Viewed: 2/5/2026 2:30:23 PM Signed: 2/5/2026 2:31:31 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: 2/5/2026 2:31:40 PM Viewed: 2/5/2026 2:38:21 PM Signed: 2/5/2026 3:45:41 PM
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 2/5/2026 3:45:48 PM Viewed: 2/5/2026 4:46:40 PM Signed: 2/5/2026 5:08:07 PM
Sam Reidy slreidy@sundt.com President - W/WW Group Security Level: Email, Account Authentication (None), Login with SSO **Electronic Record and Signature Disclosure:** Accepted: 2/6/2026 9:13:41 AM ID: 8b2d1052-60d4-4f26-93c0-f2d72269bcd9	DocuSigned by:  FE8ACF30DF664FD... Signature Adoption: Pre-selected Style Using IP Address: 155.190.2.32	Sent: 2/5/2026 5:08:19 PM Resent: 2/5/2026 6:19:12 PM Resent: 2/5/2026 6:20:02 PM Resent: 2/6/2026 12:05:51 PM Resent: 2/6/2026 4:37:01 PM Resent: 2/6/2026 4:57:48 PM Viewed: 2/6/2026 5:27:32 PM Signed: 2/6/2026 5:34:38 PM

Signer Events	Signature	Timestamp
Stephen D. Gay Stephen.Gay@cityofdenton.com General Manager Water Utilities Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/9/2026 11:10:41 AM ID: 5ecabcc9-4883-4439-9293-9ae0c6e9dcae	Signed by:  FEB48BB9726E4A9... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 2/6/2026 5:34:48 PM Viewed: 2/9/2026 11:10:41 AM Signed: 2/9/2026 11:11:52 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: 2/9/2026 11:12:10 AM
Sara Hensley sara.hensley@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: 2/5/2026 2:31:40 PM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/9/2026 11:12:11 AM Viewed: 2/9/2026 4:24:38 PM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via Docusign		
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Jason Donnell jason.donnell@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
David Brown David.Brown@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/2/2025 10:49:22 AM ID: ae29c722-3235-4146-98a2-e5c5378d30ca		
Sohil Manjiyani sohil.manjiyani@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/10/2025 10:39:55 AM ID: e9c50515-22a1-4388-b736-919fb220ce7e		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	2/5/2026 6:19:11 PM
Envelope Updated	Security Checked	2/5/2026 6:19:11 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.

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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: City Manager's Office

CM: Sara Hensley

DATE: March 3, 2026

SUBJECT

Consider adoption of an ordinance of the City of Denton approving a Joint Election Agreement and Contract for election services with Denton County for joint election services for the May 2, 2026 Denton General Municipal Election being held for the purpose of electing Council Members to Places 5 and 6 and electing a Mayor to Place 7, and a Special Election for the purpose of electing Council Members to fill a vacancy for the unexpired term ending in May 2027 in District 1 and District 2; and providing an effective date.

BACKGROUND

On January 13, 2026, the Denton City Council adopted Ordinance 25-2298 ordering a General Election for Place 5, Place 6, and Mayor to Place 7 and a Special Election to fill a vacancy for District 1 and District 2 to be held on May 2, 2026, and if required, a runoff election to be held on June 13, 2026.

Chapter 271 of the Texas Election Code provides that the city may enter into an agreement with other jurisdictions that may be conducting elections on the same day in election precincts that can be served by common polling places. Subsection 271.002(d) requires "the terms of a joint election agreement must be stated in an order, resolution, or other official action adopted by the governing body of each participating political subdivision." The City of Denton and other Denton County political jurisdictions will conduct elections on Saturday, May 2, 2026. Section 31.092 of the Texas Election Code allows the county elections administrator to contract with any city within their county to perform election services.

This action authorizes the City to hold the election jointly with jurisdictions that share common polling places and contract with Denton County for election services, including the selection, training and compensation of precinct election judges.

If adopted, this joint election agreement and contract will be effective upon its adoption; and its terms/conditions shall also apply to a runoff election, if any is needed.

RECOMMENDATION

Staff recommends approval of the ordinance authorizing the joint election agreement and contract for election services with Denton County.

Staff also recommends approval of the City of Denton's proposed polling locations (Exhibit 3).

FISCAL INFORMATION

Approving the election contract provides the City of Denton's commitment and authorization to the Denton County Elections (DCE) Administrator to conduct the May 2, 2026, General Election and, if necessary, the June 13, 2026 Runoff Election for the City of Denton. The list of entities contracting for election services and the cost estimate for the General Election will be available after April 10, 2026, once the number of participating jurisdictions are determined and the polling locations confirmed by the DCE Administrator.

Therefore, at this time, Exhibit A "Proposed Voting Locations" and "Final Cost Estimate" referenced in the election contract are not included.

Once received by the City Secretary, the final cost estimate with the list of entities contracting for election services, and the finalized list of polling locations will be provided to Council in the following Friday Report.

After the election, Denton County will perform a post-election audit of the actual expenses incurred to conduct the election and payment shall be rendered at that time. For now, a deposit is not required.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Draft Ordinance and Election Contract
Exhibit 3 – City of Denton Proposed Polling Locations
Exhibit 4 – Ordinance 25-2298, ordering May 2026 General and Special Elections
Exhibit 5 – Informal Staff Report # 2026-019
Exhibit 6 – Presentation

Respectfully submitted:

Ingrid Rex
City Secretary

ORDINANCE NO. 26-2430

AN ORDINANCE OF THE CITY OF DENTON APPROVING A JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES WITH DENTON COUNTY FOR JOINT ELECTION SERVICES FOR THE MAY 2, 2026 DENTON GENERAL MUNICIPAL ELECTION BEING HELD FOR THE PURPOSE OF ELECTING COUNCIL MEMBERS TO PLACES 5 AND 6 AND ELECTING A MAYOR TO PLACE 7, AND A SPECIAL ELECTION FOR THE PURPOSE OF ELECTING COUNCIL MEMBERS TO FILL A VACANCY FOR THE UNEXPIRED TERM ENDING IN MAY 2027 IN DISTRICT 1 AND DISTRICT 2; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 13, 2026, the Denton City Council ordered a general municipal election for the purpose of electing council members to Place 5, Place 6, and Mayor to Place 7 and a special election for filling a vacancy in District 1 and District 2 for the unexpired term ending in May 2027, to be held on Saturday, May 2, 2026, and if required, a runoff election to be held on June 13, 2026; and

WHEREAS, it is the desire of the Denton City Council to continue contractual services with Denton County for the administration of its general and special elections as done in the past; and

WHEREAS, under the contemplated contract, Denton County and the Election Administrator shall be responsible for performing duties under the Election Code including but not limited to the following:

- Coordinating, supervising, and handling all aspects of the Joint Election as provided in the joint election agreement and contract;
- Selecting and arranging for the use of and payment for all Early Voting and Election Day voting locations;
- Appointing the presiding judge and alternate judge for each polling location for Election Day;
- Arranging for the training and compensation of all election judges and clerks;
- Employing other personnel necessary for the proper administration of the election;
- Appointing other deputy early voting clerks to assist in the conduct of early voting;
- Arranging for all election supplies and voting equipment;
- Serving as Early Voting Clerk;
- Appointing an Early Voting Board to process early voting results; and
- Establishing and operating the central counting station to receive and tabulate the voted ballots.

WHEREAS, the City Council deems it is in the public interest to enter into the joint election agreement and contract with Denton County contemplated above; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this Ordinance are incorporated herein by reference.

SECTION 2. The City Manager, or designee, is hereby authorized to execute the Joint Election Agreement and Contract for Election Services with Denton County in a substantially similar form attached hereto as Exhibit 1 and made part of this ordinance for all purposes.

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**
Gerard Hudspeth, Mayor:	_____	_____	_____	_____
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 _____ day of _____, 2026.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____

THE STATE OF TEXAS COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

This CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions, herein referred to as "participating authority or participating authorities" located entirely or partially inside the boundaries of Denton County:

Participating Authorities:

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 2, 2026 election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as "Elections Administrator."

RECITALS

Each participating authority listed above plans to hold a General or Special Election on May 2, 2026.

The County owns the Hart InterCivic Verity Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions (participating authorities) desire to use the County's voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, IT IS AGREED as follows:

I. ADMINISTRATION

The participating authorities agree to hold a "Joint Election" with Denton County and each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

It is understood that other political subdivisions may wish to participate in the use of the County's Verity voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Early Voting and Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating authority and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Exhibit A of this agreement. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Exhibit A.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting bilingual polling place officials (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2020 Census shall have one or more election officials who are fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling

place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code and will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend in-person voting equipment training and/or procedures training shall be compensated at a flat rate of $78. Election judges and clerks that elect to complete online training shall be compensated at a rate of a flat $50. In the event that an Election judge or clerk completes both in-person and online training, they shall be compensated for the training resulting in the highest pay and will not be compensated for both trainings.

The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying them of their appointment, the dates/times and locations of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County pursuant to Texas Election Code Section 32.091 and overtime after 40 hours worked per week, if applicable. The election judge, or their designee, will receive an additional sum of $25.00 for picking up the election supplies and equipment prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. Likewise, the Presiding Judge in Early Voting, or their designee, will receive an additional sum of $25.00 for picking up the election supplies prior to the first day of Early Voting and for returning the supplies and equipment to the Elections Department after Early Voting has ended.

The compensation rates established by Denton County are:

Early Voting – Presiding Judge ($20.73/hour), Alternate Judge ($19.35/ hour), Clerk ($17.97/ hour)

Election Day – Presiding Judge ($20.73/hour), Alternate Judge ($19.35/ hour), Clerk ($17.97/ hour)

The Elections Administrator may employ other personnel necessary for the proper administration of the election, as well as, pre and post-election administration. In such cases, costs shall be pro-rated among participants of this contract. Personnel working in support of full-time staff will be expensed on a pro-rated basis and include a time period of one week prior to the election, during the election, and one week post-election. Personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

If elections staff are required outside of the hours of the office's normal scope of business, the entity(ies) responsible for the hours will be billed for those hours. The Elections Administrator will determine when those hours are necessary, the number of staff and who are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Section XV #9). The Elections Administrator has the right to waive these costs as they see fit.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for delivery of all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballot paper, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the participating authority, and delivered to the Elections Office thirty-three (33) calendar days (March 30, 2026) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authority, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating authorities shall share a mutual ballot in those precincts where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). **Said list must be provided to the Elections Office within three (3) business days following the last day to file for a place on the ballot** or after the election is ordered, whichever is later. The list of candidates and/or propositions must be completed on the ballot language form provided by the Elections Administrator, the information will preferably be in sentence case format, and must contain candidate contact information for the purposes of verifying the pronunciation of each candidate's name. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each participating authority shall be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. **The approval must be finalized with the Elections Office within five (5) calendar days of the receipt of the proofs, or the provided proofs shall be considered approved.**

The joint election ballots shall list the County's election first. The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged with the Central Appraisal District, then the appropriate school district ballot content appearing on the ballot, followed by the appropriate city ballot content, and followed by the appropriate water district or special district ballot content.

Early Voting by personal appearance and on Election Day shall be conducted exclusively on Denton County's Verity voting system including provisional ballots.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on the relevant employees upon hiring as required by Election Code 129.051(g).

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Elections Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any participating authorities shall serve in that capacity without additional compensation.

Exhibit A of this document includes locations, dates, and times that voting will be held for Early Voting by personal appearance. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations. All requests for temporary branch polling places will be considered and determined based on the availability of the facility and if it is within the Election Code parameters. All costs for temporary locations including coverage by Election Administration staff will be borne by the requesting authority. The Elections Administrator will determine when those hours are necessary, the number of staff and who are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Section XV #9). The Elections Administrator has the right to waive these costs as they see fit.

The standard dates and hours for the May 2, 2026 election will be as follows:

Monday, April 20; 8am – 5pm
Tuesday, April 21; No Voting – San Jacinto Day (State Holiday)
Wednesday, April 22 through Saturday, April 25; 8am – 5pm
Sunday, April 26; 11am-5pm
Monday, April 27 through Tuesday, April 28; 7am-7pm

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
PO Box 1720
Denton, TX 76202
Email: elections@dentoncounty.gov

Any requests for early voting ballots to be voted by mail, and the subsequent actual voted ballots that are sent by a contract carrier (i.e. UPS, FedEx, etc.) shall be delivered to the Early Voting Clerk at the Denton County Elections Department physical address as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite A100
Denton, TX 76208
Email: elections@dentoncounty.gov

The Elections Administrator shall post on the county website, the participating authority's Early Voting Roster on a daily basis. In accordance with Section 87.121 of the Election Code, the daily roster showing the previous day's early voting activity will be posted no later than 11:00 am each business day.

VII. EARLY VOTING BALLOT BOARD

Denton County shall appoint the Presiding Judge of an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint an Alternate Judge and one or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager: Brandy Grimes, Deputy Elections Administrator
Tabulation Supervisor: Jason Slonaker, Technology Resources Coordinator

Presiding Judge: Early Voting Ballot Board Judge
Alternate Judge: Early Voting Ballot Board Alternate Judge

The counting station manager or their representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated by posting on the Elections Administrator's Election Night Results website. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and members of the general public by distribution of hard copies at the central counting station (if requested) and by posting to the Elections Administrator's Election Night Results website. To ensure the accuracy of reported election returns, results printed on the reports produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection locations or from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns have been tabulated. The Elections Administrator will include the tabulation and precinct-by-precinct results that are required by Texas Election Code Section 67.004 for the participating authorities to conduct their respective canvasses. Each participating authority shall be responsible for the official canvass of its respective election(s), and shall notify the Elections Administrator, or their designee, of the date of the canvass, no later than three days after Election Day.

The Elections Administrator shall be responsible for conducting the post-election hand recount audit required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

Each participating authority with territory containing population outside of Denton County agrees that the Elections Administrator shall administer only the Denton County portion of those elections. On a case-by-case basis, the Elections Administrator may consider administering an entities election for portions outside of Denton County.

X. RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within three (3) business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be determined by the Secretary of State, with early voting being held in accordance with the Election Code.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election.

Allocation of general expenses, which are not directly attributable to an individual polling location, will be expensed by each participating authority's percentage of registered voters of the total registered voters of all participating authorities.

Expenses for Early Voting by personal appearance shall be allocated based upon the actual costs associated with each early voting location. Each participating authority shall be responsible for an equal portion of the actual costs associated with the early voting locations within their jurisdiction. Participating authorities that do not have a polling location within their jurisdiction shall pay an equal portion of the nearest polling location. If an entity requests an Early Voting location outside of their jurisdiction and the request is granted, the participating authority shall be responsible for an equal portion of the actual cost associated with the early voting location requested.

Election Day location expenses will be allocated based on each participating authority's percentage of registered voters assigned to each polling place.

In the event that participating authorities with overlapping boundaries cannot make an agreement on Early Voting and/or Election Day locations, the requesting participating authority agrees to bear the entire expense of the location.

Final determination of Early Voting and/or Election Day locations will be confirmed by the Elections Administrator.

Each participating authority requesting additional hours, outside of the standard hours, for a location or locations, agrees to split the cost of the additional open hours equally amongst the requesting participating authorities.

Costs for Early Voting by mail, in-person ballots, ballots, provisional ballots, and Poll Pad paper shall be allocated according to the actual number of ballots issued to each participating authority's voters and the cost shared equally amongst participating authorities of each ballot style.

Each participating authority agrees to pay the Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

The Elections Administrator reserves the right to adjust the above formulas in agreement with an individual jurisdiction if the above formula results in a cost allocation that is inequitable.

If any participating authority makes a special request for extra Temporary Branch Early Voting by Personal Appearance locations as provided by the Texas Election Code, that entity agrees to pay the entire cost for that request.

Participating authorities having the majority of their voters in another county, and/or fewer than 500 registered voters in Denton County, and that do not have an Election Day polling place or early voting location within their Denton County territory shall pay a flat fee of $750 for election expenses.

Election expenses, including but not limited to, overtime charges for Election Office staff, and any unforeseen expenses needed to conduct the election, will be borne by the participating authority or authorities, affected.

The fee for programming each participating authority's election will be based on the number of races within their election. The fee schedule is as follows:

Programming Fees	
Number of Races	DCEA fee
1-5	$750.00
6-10	$1,265.00
11-20	$1,650.00
21-40	$2,090.00
41-75	$2,640.00
76-100	$3,135.00

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Denton County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fees, if applicable.

It is agreed that any of the joint election early voting locations that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting location at the Denton County Elections Building, may be dropped from the joint election unless one or more of the remaining participating authorities agreed to fully fund such location(s). In the event that any early voting location is eliminated under this section, as addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the appropriate participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authority agrees that any recount shall take place at the office of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor, and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.

5. In the event that one of 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 hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

7. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

8. Any amendments to this agreement shall be of no effect unless in writing and signed by all parties hereto.

9. Failure for a participating authority to meet the deadlines as outline in this contract may result in additional charges, including but not limited to, overtime charges, etc.

Elections Staffing Hourly Rate (includes all benefit pay):

Absentee Voting Coordinator	$38.542
Voter Registration Clerk	$35.140 - $38.991
Technology Resources Coordinator	$52.767
Elections Technician	$34.006 - $36.033
Voter Registration Coordinator	$43.568
Training Coordinator	$52.523
Election Coordinator	$36.886

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the May 2, 2026 election (or runoff election, if applicable). The participating authority's obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

The total estimated obligation for each participating authority under the terms of this agreement shall be provided within 45 days after the last deadline for ordering an election:

Entities	Estimates

EXHIBIT A - P0LLING LOCATIONS
(Not yet finalized by Denton County Elections at time of posting).

XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the 9th day of January, 2026 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
(2) It has on the _____ day of _____, 2026 been executed on behalf of the City of Denton pursuant to an action of the Denton City Council so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:



Frank Phillips, CERA

ACCEPTED AND AGREED TO BY THE CITY OF DENTON.

APPROVED:

_____
SARA HENSLEY – CITY MANAGER

ATTESTED:

_____
INGRID REX – CITY SECRETARY

EXHIBIT 3

PROPOSED EARLY VOTING POLLING LOCATIONS FOR MAY 2026 ELECTION

Location	Room	Address	District
Denton County Elections Admin.*	A100	701 Kimberly Dr.	1
Denton Civic Center	Community Room	321 E. McKinney St.	1
MLK Recreation Center	Computer Lab	1300 Wilson St.	1
Texas Woman's University	Hubbard Hall	301 Administration Dr.	1
North Branch Library	Meeting Room	3020 N. Locust St.	2
Denia Recreation Center	Room A	1001 Parvin St.	3
Denton Wesley Foundation		1501 Maple St.	3
North Lakes Recreation Center	Multi-purpose room A	2001 W. Windsor Dr.	3
Denton Fire Station #7	Community Room	4201 Vintage Blvd.	4
Robson Ranch Clubhouse	Medina Room	9428 Ed Robson Cir.	4
South Branch Library	Program Room	3228 Teasley Ln.	4

** This is a DCE required location*

PROPOSED MAY 2, 2026, ELECTION DAY POLLING LOCATIONS

Location	Room	Address	District
Denton Civic Center	Community Room	321 E. McKinney St., Denton 76201	1
MLK Recreation Center	Computer Lab	1300 Wilson St., Denton 76205	1
North Branch Library	Meeting Room	3020 N. Locust St., Denton 76209	2
Denton ISD Sisk Service Center	Annex - Assembly Room	230 N. Mayhill Rd., Denton 76208	2
Denia Recreation Center	Room A	1001 Parvin St., Denton 76205	3
North Lakes Recreation Center	Multi-purpose Room A	2001 W. Windsor Dr., Denton 76207	3
Denton Wesley Foundation		1501 Maple St., Denton 76201	3
Denton Fire Station #7	Community Room	4201 Vintage Blvd., Denton 76226	4
Robson Ranch Clubhouse	Medina Room	9428 Ed Robson Cir., Denton 76207	4
South Branch Library	Program Room	3228 Teasley Ln., Denton 76210	4

ORDINANCE NO. 25-2298

AN ORDINANCE OF THE CITY OF DENTON ORDERING AN ELECTION FOR PLACE 5, PLACE 6, AND MAYOR TO PLACE 7 AND A SPECIAL ELECTION FOR FILLING A VACANCY IN DISTRICT 1 AND DISTRICT 2 FOR THE UNEXPIRED TERM ENDING IN MAY 2027, TO BE HELD ON MAY 2, 2026, AND IF REQUIRED, A RUNOFF ELECTION TO BE HELD ON JUNE 13, 2026; PRESCRIBING THE TIME, MANNER, AND CONDUCT OF THE ELECTION IN ACCORDANCE WITH A JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES WITH THE ELECTIONS ADMINISTRATOR OF DENTON COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article II, Section 2.01(a) of the Denton City Charter provides that the city council shall have seven (7) members, six (6) councilpersons and a mayor. Each councilperson shall be elected to and occupy a place on the council, such places being numbered one (1), two (2), three (3), four (4), five (5) and six (6). The mayor's position on the council shall be place seven (7); and

WHEREAS, in accordance with Article II, Section 2.01(b) of the Denton City Charter, two (2) members of the council and the mayor shall be elected by the qualified voters of the entire city, commonly known as at large. One (1) at large member, place five (5), shall be a resident of district one (1) or two (2), and one (1) at large member, place six (6), shall be a resident of district three (3) or four (4). Four (4) members of the council whose positions shall be places one (1), two (2), three (3), and four (4), shall be residents of and elected by the qualified voters of single-member geographical districts of the city, known as districts one (1), two (2), three (3), and four (4); and

WHEREAS, the two-year term for Place 5, Place 6 and Place 7 for Mayor are due for a regular election to be held in accordance with the Denton City Charter on a uniform election date as defined in the Texas Election Code; and

WHEREAS, on December 19, 2025, Council Member Brian Beck submitted his resignation as a member of the Council District 2 to become effective at the time of the canvass of the results of the City Council election to be held May 2, 2026; and

WHEREAS, on December 22, 2025, Council Member Vicki Byrd submitted her resignation as a member of the Council District 1 to become effective at the time of the canvass of the results of the City Council election to be held May 2, 2026; and

WHEREAS, the City Council received the resignations of Council Members Vicki Byrd and Brian Beck, respectively, on the date they were submitted; and

WHEREAS, Section 201.023 of the Texas Election Code states that if a Council Member submits a resignation, whether to be effective immediately or at a future date, a vacancy occurs on the date the resignation is accepted by the appropriate authority or on the eighth day after the date of its receipt by the authority, whichever is earlier; and

WHEREAS, Section 201.051(a) of the Texas Election Code requires a special election to fill a vacancy in office be ordered as soon as practicable after the vacancy occurs; and

WHEREAS, District 1 and District 2 are vacated and due for a special election to fill the unexpired term ending in May 2027 of said District 1 and District 2 to be held in accordance with the Denton City Charter on a uniform election date as defined in the Texas Election Code. 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 are hereby incorporated into the body of this ordinance by reference.

SECTION 2. A municipal election is ordered to be held in the City of Denton, Texas on Saturday, May 2, 2026, such date being a uniform election date as defined in the Texas Election Code §41.001, for the purpose of electing Council Members for Place 5, Place 6 and electing a Mayor to Place 7. In the event a runoff is required, the runoff election shall be held on Saturday, June 13, 2026.

SECTION 3. A special municipal election is ordered to be held in the City of Denton, Texas on Saturday, May 2, 2026, such date being a uniform election date as defined in Texas Election Code §41.001for the purpose of electing Council Members for Districts 1 and 2 for the unexpired terms ending in May 2027. In the event a runoff is required, the runoff election shall be held on Saturday, June 13, 2026.

SECTION 4. District 1 and District 2 are declared vacant. The first day to file for a Place on the general or special election ballot is January 14, 2026. The deadline to file for a Place on the general election ballot is February 13, 2026, at 5:00 PM. The deadline to file for a place on the special election ballot is March 3, 2026, at 5:00 PM.

SECTION 5. The polling places shall be designated by the Denton County Elections Administrator (the "Elections Administrator") in accordance with the provisions of a joint election agreement and contract for election services (the "Agreement") with the Elections Administrator.

SECTION 6. Early voting shall be conducted by personal appearance at the locations, dates and times designated by the Elections Administrator in accordance with the provisions of the Agreement with the Elections Administrator, and during the early voting period as required or permitted by law.

SECTION 7. The most accurate information on election day and early voting locations and voting times can be found or obtained by visiting the Denton County webpage noted below or contacting said County as noted:

Denton County Elections Administrator
701 Kimberly Drive, Suite A101
Denton, Texas 76208
(940) 349-3200
https://www.votedenton.com/upcoming-election-information/

SECTION 8. The Elections Administrator shall serve as the early voting clerk in accordance with the terms of the Agreement. The main early voting location for the election shall

be at the following address:

Denton County Elections Administrator
701 Kimberly Drive, Suite A101
Denton, Texas 76208

SECTION 9. Applications for early voting by mail must be received no later than the close of regular business on April 20, 2026. Applications for early voting by mail must be submitted to the following address:

Early Voting Clerk
Denton County Elections Administrator
701 Kimberly Drive, Suite A101
Denton, Texas 76208

SECTION 10. The manner of holding such election and all questions pertaining thereto shall be governed by the election laws of the State of Texas.

SECTION 11. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by Suzi Rumohr and seconded by Brian Beck, the ordinance was passed and approved by the following vote [7 - 0]:

	Aye	Nay	Abstain	Absent
Gerard Hudspeth, Mayor:	✓			
Vicki Byrd, District 1:	✓			
Brian Beck, District 2:	✓			
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 13th day of January, 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

ORDENANZA NÚM. 25-2298

ORDENANZA DE LA CIUDAD DE DENTON QUE ORDENA UNAS ELECCIONES PARA EL LUGAR 5, PARA EL LUGAR 6 Y PARA ALCALDE (LUGAR 7) Y UNAS ELECCIONES ESPECIALES PARA OCUPAR UNA VACANTE EN EL DISTRITO 1 Y EL DISTRITO 2 POR EL PERÍODO INCONCLUSO QUE FINALIZA EN MAYO DE 2027, QUE SE CELEBRARÁN EL 2 DE MAYO DE 2026, Y EN CASO DE SER NECESARIO, UNAS ELECCIONES DE SEGUNDA VUELTA QUE SE CELEBRARÁN EL 13 DE JUNIO DE 2026; QUE PRESCRIBE EL HORARIO, LA MODALIDAD Y LA EJECUCIÓN DE LAS ELECCIONES, DE CONFORMIDAD CON UN ACUERDO PARA ELECCIONES CONJUNTAS Y UN CONTRATO DE SERVICIOS ELECTORALES CON EL ADMINISTRADOR ELECTORAL DEL CONDADO DE DENTON; Y QUE FACILITA UNA FECHA DE ENTRADA EN VIGOR.

POR CUANTO, el artículo II de la sección 2.01(a) de los Estatutos de la Ciudad de Denton dispone que el Concejo Municipal contará con siete (7) miembros, seis (6) concejales y un alcalde. Cada concejal se elegirá y ocupará un lugar en el Concejo, siendo dichos lugares numerados como uno (1), dos (2), tres (3), cuatro (4), cinco (5) y seis (6). La posición del alcalde en el Concejo será el lugar siete (7); y

POR CUANTO, de conformidad con el artículo II de la sección 2.01(b) de los Estatutos de la Ciudad de Denton, dos (2) miembros del Concejo y el alcalde se elegirán por parte de los votantes habilitados de toda la Ciudad, comúnmente conocidos como miembros generales. Un (1) miembro general en el lugar núm. cinco (5) será residente del distrito uno (1) o dos (2); por otra parte, un (1) miembro general en el lugar núm. seis (6) será residente del distrito tres (3) o cuatro (4). Cuatro (4) miembros del Concejo, cuyas posiciones serán los lugares núm. uno (1), dos (2), tres (3) y cuatro (4), serán residentes y se elegirán por parte de los votantes habilitados de los distritos geográficos uninominales de la Ciudad, conocidos como distritos uno (1), dos (2), tres (3) y cuatro (4); y

POR CUANTO, el periodo de dos años para los lugares núm. 5, 6 y 7 (este último para alcalde) está previsto en la celebración de unas elecciones ordinarias, de conformidad con los Estatutos de la Ciudad de Denton, en una fecha de elecciones uniformes, como se define en el Código Electoral de Texas; y

POR CUANTO, el 19 de diciembre de 2025, el concejal Brian Beck presentó su renuncia como miembro del Distrito 2 del Concejo para que entrara en vigor al momento del escrutinio de los resultados de las elecciones del Concejo Municipal que se celebrarán el 2 de mayo de 2026; y

POR CUANTO, el 22 de diciembre de 2025, la concejala Vicki Byrd presentó su renuncia como miembro del Distrito 1 del Concejo para que entrara en vigor al momento del escrutinio de los resultados de las elecciones del Concejo Municipal que se celebrarán el 2 de mayo de 2026; y

POR CUANTO, el Concejo Municipal recibió las renuncias de los concejales Vicki Byrd y Brian Beck, respectivamente, en las fechas en se presentaron; y

POR CUANTO, la sección 201.023 del Código Electoral de Texas establece que si un concejal presenta una renuncia, ya sea para que entre en vigor de inmediato o en una fecha posterior, se produce una vacante en la fecha en que se acepta la renuncia por parte de la autoridad

correspondiente o en el octavo día después de la fecha de su recepción por la autoridad, lo que suceda primero; y

POR CUANTO, la sección 201.051(a) del Código Electoral de Texas exige que se ordenen unas elecciones especiales para ocupar una vacante en el cargo tan pronto como sea posible después de que produzca la vacante; y

POR CUANTO, el Distrito 1 y el Distrito 2 están vacantes y se prevén unas elecciones especiales para ocupar el periodo inconcluso que finaliza en mayo de 2027 de dichos Distrito 1 y Distrito 2, que se celebrarán de conformidad con los Estatutos de la Ciudad de Denton en una fecha de elecciones uniformes, según se define en el Código Electoral de Texas. POR CONSIGUIENTE,

EL CONCEJO DE LA CIUDAD DE DENTON DECRETA LO SIGUIENTE:

SECCIÓN 1. Las constataciones y declaraciones que se incluyen en el preámbulo de la presente Ordenanza son veraces y correctas, y se incorporan de esta manera al cuerpo de la presente Ordenanza a modo de referencia.

SECCIÓN 2. Se ordena la celebración de unas elecciones municipales en la Ciudad de Denton (Texas) el día sábado 2 de mayo de 2026, siendo dicha fecha una de elecciones uniformes, como se define en la sección [§] 41.001 del Código Electoral de Texas, con el fin de elegir a los concejales para los lugares 5 y 6, y elegir a un alcalde para el lugar 7. En caso de que sea necesaria una segunda vuelta, las elecciones de segunda vuelta se celebrarán el día sábado 13 de junio de 2026.

SECCIÓN 3. Se ordena la celebración de unas elecciones municipales especiales en la Ciudad de Denton (Texas) el día sábado 2 de mayo de 2026, siendo dicha fecha una de elecciones uniformes, como se define en la sección [§] 41.001 del Código Electoral de Texas, con el fin de elegir a los concejales de los distritos 1 y 2 para el periodo inconcluso que finaliza en mayo de 2027. En caso de que sea necesaria una segunda vuelta, las elecciones de segunda vuelta se celebrarán el día sábado 13 de junio de 2026.

SECCIÓN 4. Se declaran vacantes el Distrito 1 y el Distrito 2. El primer día para presentar la candidatura a un lugar en la boleta de votación de las elecciones generales o especiales es el 14 de enero de 2026. La fecha límite para presentar la candidatura a un lugar en la boleta de votación de las elecciones generales es el 13 de febrero de 2026 a las 5:00 p. m. La fecha límite para presentar la candidatura a un lugar en la boleta de votación de las elecciones especiales es el 3 de marzo de 2026 a las 5:00 p. m.

SECCIÓN 5. Los lugares de votación serán designados por el Administrador Electoral del Condado de Denton (el "Administrador Electoral"), de conformidad con las disposiciones de un acuerdo de elecciones conjuntas y un contrato de servicios electorales (el "Acuerdo") con el Administrador Electoral.

SECCIÓN 6. La votación anticipada se llevará a cabo mediante comparecencia personal en las ubicaciones, fechas y horarios designados por el Administrador Electoral, de conformidad con las disposiciones del Acuerdo con el Administrador Electoral, y en el transcurso del período de votación anticipada según lo exija o permita la ley.

SECCIÓN 7. La información más exacta sobre el día de las elecciones, las ubicaciones de votación anticipada y los horarios de votación se puede encontrar u obtener visitando la página web del condado de Denton que se señala a continuación o comunicándose con dicho condado como se indica:

Administrador Electoral del Condado de Denton
701 Kimberly Drive, Suite A101
Denton, Texas 76208
(940) 349-3200
https://www.votedenton.com/upcoming-election-information/

SECCIÓN 8. El Administrador Electoral actuará como secretario de votación anticipada, de conformidad con los términos del Acuerdo. La ubicación principal de votación anticipada para las elecciones se situará en la siguiente dirección:

Administrador Electoral del Condado de Denton
701 Kimberly Drive, Suite A101
Denton, Texas 76208

SECCIÓN 9. Las solicitudes de votación anticipada por correspondencia deben recibirse a más tardar a la finalización del horario laboral habitual el día 20 de abril de 2026. Las solicitudes de votación anticipada por correspondencia deben enviarse a la siguiente dirección:

Secretario de votación anticipada
Administrador Electoral del Condado de Denton
701 Kimberly Drive, Suite A101
Denton, Texas 76208

SECCIÓN 10. La modalidad de celebración de dichas elecciones y todas las preguntas al respecto se regirán por las leyes electorales del estado de Texas.

SECCIÓN 11. La presente Ordenanza entrará en vigor inmediatamente después de su promulgación y aprobación.

La moción para aprobar la presente Ordenanza fue formulada por Suzi Rumohr y secundada por Brian Beck, la Ordenanza se promulgó y aprobó por la siguiente votación [7 - 0]:

	Sí	No	Abstención	Ausentes
Gerard Hudspeth, alcalde:	✓			
Vicki Byrd, Distrito 1:	✓			
Brian Beck, Distrito 2:	✓			
Suzi Rumohr, Distrito 3:	✓			
Joe Holland, Distrito 4:	✓			
Brandon Chase McGee, lugar en general núm. 5:	✓			
Jill Jester, lugar en general núm. 6:	✓			

PROMULGADA Y APROBADA el día 13th de Enero de 2026.

GERARD HUDSPETH, ALCALDE

DOY FE:
INGRID REX, SECRETARIA MUNICIPAL

FIRMA: _____

APROBADO EN CUANTO A SU FORMA JURÍDICA:
MACK REINWAND, ABOGADO MUNICIPAL

FIRMA: _____

INFORMAL STAFF REPORT
TO MAYOR AND CITY COUNCIL

SUBJECT:

May 2, 2026 General Election and Special Election Polling Locations.

BACKGROUND:

On Tuesday January 13, 2026, the City Council adopted ordinance 25-2298 ordering a regular election for Place 5, Place 6, and Place 7 (Mayor), and a special election for filling a vacancy in Place 1 and Place 2 for the unexpired term ending in May 2027, to be held on Saturday, May 2, 2026 and if required, a runoff election to be held on Saturday, June 13, 2026.

Polling locations used during any election will vary depending on the number of jurisdictions contracting with Denton County Elections (DCE). In some instances, Denton County will assign precincts to a specific location and districts may share a polling location.

The following table includes the most recent voter turnout information:

VOTER TURNOUT - EARLY VOTING (EV) AND ELECTION DAY (ED)

District	Location	Voter Turnout					
		May-23		May-24		May-25	
		EV	ED	EV	ED	EV	ED
1	*Denton County Elections Admin.	1155	Not used	856	Not used	602	Not used
	Denton Civic Center	1608	271	1419	Not used	1112	95
	MLK Recreation Center	237	137	151	178	72	111
	Texas Woman's Univ. - Hubbard Hall	174	Not used	Not used	120	132	Not used
2	North Branch Library	1534	606	1519	519	1257	559
	Denton ISD Sisk Service Center Annex	Not used	177	Not used	183	Not used	127
3	North Lakes Recreation Center	712	345	583	489	600	564
	Denton Wesley Foundation	Not used	Not used	Not used	Not used	120	126
4	Denton Fire Station #7	Not used	184	259	135	146	136
	Robson Ranch Clubhouse	1308	258	1389	265	917	231
	South Branch Library	2454	907	1741	649	1117	415

The following are staff's proposed polling locations. These are the locations that the City will share costs for with Denton ISD. A map is included of the proposed polling locations.

PROPOSED EARLY VOTING POLLING LOCATIONS

Residents can vote at any early voting location throughout Denton County during the Early Voting period and are not restricted to voting at City of Denton polling locations. The Denton County Elections Administrator will provide the list of all Denton County Early Voting locations after April 10, 2026, once all participating jurisdictions are known.

The proposed polling locations shown below for Early Voting are within the Denton City limits.

Location	Room	Address	District
Denton County Elections Admin.*	*A100*	701 Kimberly Dr.	1
Denton Civic Center	*Community Room*	321 E. McKinney St.	1
MLK Recreation Center	*Computer Lab*	1300 Wilson St.	1
Texas Woman's University	*Hubbard Hall*	301 Administration Dr.	1
North Branch Library	*Meeting Room*	3020 N. Locust St.	2
Denia Recreation Center	*Room B*	1001 Parvin St.	3
Denton Wesley Foundation		1501 Maple St.	3
North Lakes Recreation Center	*Multi-purpose room A*	2001 W. Windsor Dr.	3
Denton Fire Station #7	*Community Room*	4201 Vintage Blvd..	4
Robson Ranch Clubhouse	*Medina Room*	9428 Ed Robson Cir.	4
South Branch Library	*Program Room*	3228 Teasley Ln.	4

** This is a DCE required location*

PROPOSED ELECTION DAY POLLING LOCATIONS

The proposed polling locations shown below for Election Day are within the Denton City limits. City of Denton residents will vote on Election Day, May 2, 2026, according to their precinct and district.

Location	Room	Address	District
Denton Civic Center	*Community Room*	321 E. McKinney St., Denton 76201	1
MLK Recreation Center	*Computer Lab*	1300 Wilson St., Denton 76205	1
North Branch Library	*Meeting Room*	3020 N. Locust St., Denton 76209	2
Denton ISD Sisk Service Center	*Annex - Assembly Room*	230 N. Mayhill Rd., Denton 76208	2
Denia Recreation Center	*Room B*	1001 Parvin St., Denton 76205	3
North Lakes Recreation Center	*Multi-purpose Room A*	2001 W. Windsor Dr., Denton 76207	3
Denton Wesley Foundation		1501 Maple St., Denton 76201	3
Denton Fire Station #7	*Community Room*	4201 Vintage Blvd., Denton 76226	4
Robson Ranch Clubhouse	*Medina Room*	9428 Ed Robson Cir., Denton 76207	4
South Branch Library	*Program Room*	3228 Teasley Ln., Denton 76210	4

DISCUSSION:

In reviewing the historical use of polling locations from 2023, 2024, and 2025, the proposed locations are substantially the same used for general elections and runoff elections, where applicable.

The polling locations were presented to Denton ISD who confirmed on February 10, 2026, that they would participate in cost sharing for the polling locations suggested by staff for Early Voting and Election Day.

Denton County Elections recommends using the Wesley Foundation (adjacent to the UNT campus) over the Greek Life Center, as it has more parking spaces. Denton Wesley Foundation staff confirmed availability for it to be used, and TWU staff also confirmed availability for Hubbard Hall to be used, as polling locations for Early Voting and on Election Day. Denton ISD has confirmed availability for the Denton ISD Sisk Service Center Annex to be used, but only on Election Day.

If a runoff election is necessary, proposed polling locations would be deliberated at the time the runoff election is ordered and would be based on offices/races in the Runoff.

OPTIONS:

The following options exist:
• Give direction to proceed with staff's proposed locations for the May 2, 2026, general and special election to be incorporated into the draft election contract scheduled for consideration at the March 3, 2026, Meeting.

• Give direction for staff to research substitute locations for potential use.

NEXT STEPS:

1. Please communicate back to staff by Thursday, February 19, 2026, if you:
   - agree with the proposed polling locations, or
   - have questions, or
   - would like to investigate other locations.

2. Staff plans to include the proposed polling locations together with the draft Denton County Elections contract for presentation to Council on March 3, 2026, for approval.

3. Finalized polling locations must be submitted to Denton County Elections on or before their Friday, March 6, 2026, deadline.

ATTACHMENTS:

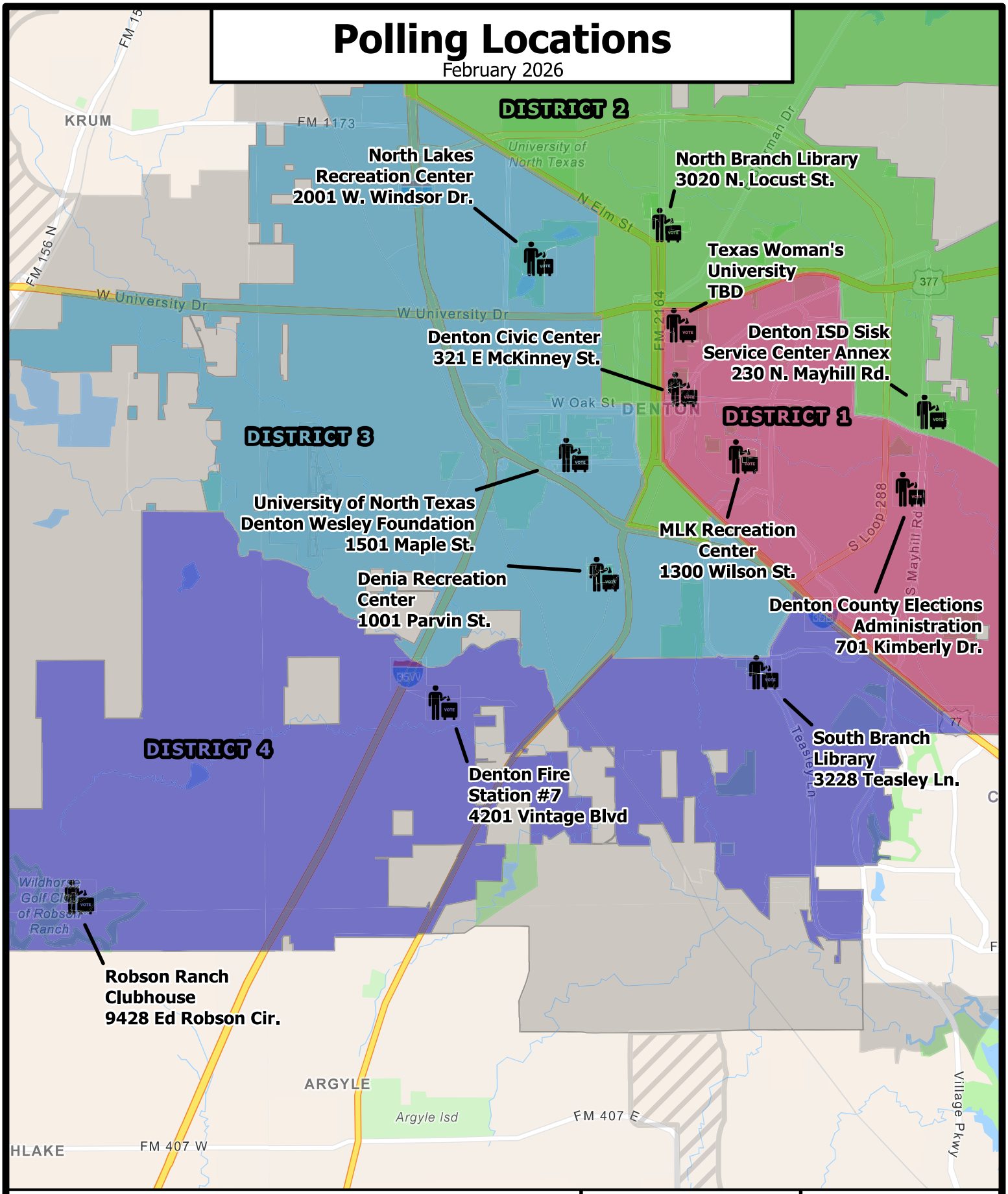
- Polling Locations Map

STAFF CONTACT:

Ingrid Rex, City Secretary
(940) 349-8303
Ingrid.Rex@cityofdenton.com

Polling Locations

February 2026



Legend

Polling Locations

District 1

District 2

District 3

District 4

ETJ 1

ETJ 2

N W E S

0 Feet 5600 Feet

Spatial Reference: *NAD 1983 StatePlane Texas North Central FIPS 4202 Feet*
Author: *Development Services GIS - 2930105*
Date: *2/13/2026 12:28 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

Joint Election Agreement & Contract with Denton County to conduct May 2026 General & Special Elections

Ingrid Rex
City Secretary
March 3, 2026



File ID 26-2430

City of Denton May 2026 Municipal Election

- Saturday, May 2, 2026 Joint Election:
  - General Election for Council Places 5, 6 and 7 (Mayor)
  - Special Election to fill vacancy for unexpired term ending May 2027 for Districts 1 and 2
- City contracts with Denton County to administer election
  - Council to approve the Joint Election Agreement and Contract with Denton County Elections Administrator to conduct the May 2026 Joint Election
- Key Dates
  - Council to approve Polling locations before the deadline to submit to DCE on March 6, 2026
  - Early Voting: Monday, April 20, 2026; Wednesday, April 22 – Tuesday, April 28, 2026
  - Canvassing: Tuesday, May 12, 2026
  - Runoff (if needed): June 13, 2026

Proposed Polling Locations – May 2026 Election

LOCATION	ADDRESS	EARLY VOTING	ELECTION DAY	DISTRICT
1. Denton Civic Center	321 E. McKinney St.	YES	YES	1
2. Denton County Elections Administration	701 Kimberly Dr.	YES	---	
3. MLK Recreation Center	1300 Wilson St.	YES	YES	
4. Texas Women's University	301 Administration Dr.	YES	---	
5. North Branch Library	3020 N. Locust St.	YES	YES	2
6. Denton ISD Sisk Service Center Annex	230 N. Mayhill Rd.	---	YES	
7. Denia Recreation Center	1001 Parvin St.	YES	YES	3
8. North Lakes Recreation Center	2001 W. Windsor Dr.	YES	YES	
9. Denton Wesley Foundation	1501 Maple St.	YES	YES	
10. Denton Fire Station #7	4201 Vintage Blvd	YES	YES	4
11. Robson Ranch Clubhouse	9428 Ed Robson Cir.	YES	YES	
12. South Branch Library	3228 Teasley Ln.	YES	YES	

CITY OF DENTON

Staff Recommendations

- Approve the Joint Agreement and Contract authorizing the Denton County Elections Administrator to conduct the May 2026 Joint Municipal Election:

with

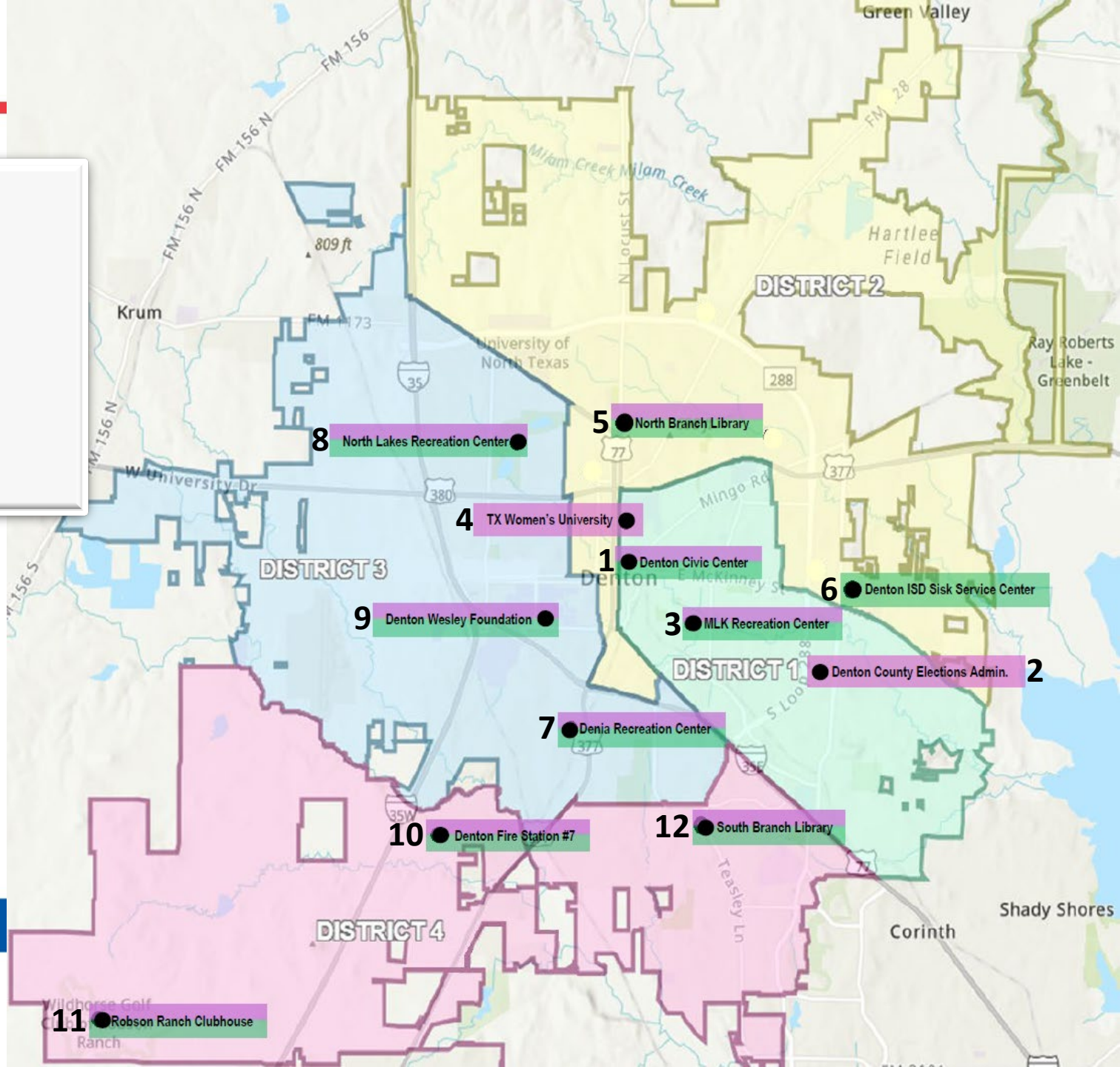
  - OPTION 1: The Proposed Early Voting and Election Day Polling Locations as presented;

OR with

  - OPTION 2: The Proposed Early Voting and Election Day Polling Locations with the addition of a City-funded Early Voting location in District 2.

VOTE OPTION 1

- **Approve the Joint Agreement and Contract with Denton County and approve the Proposed Polling Locations as presented**



KEY:

- Early Voting & Election Day Location
- Early Voting only Location
- Election Day only Location

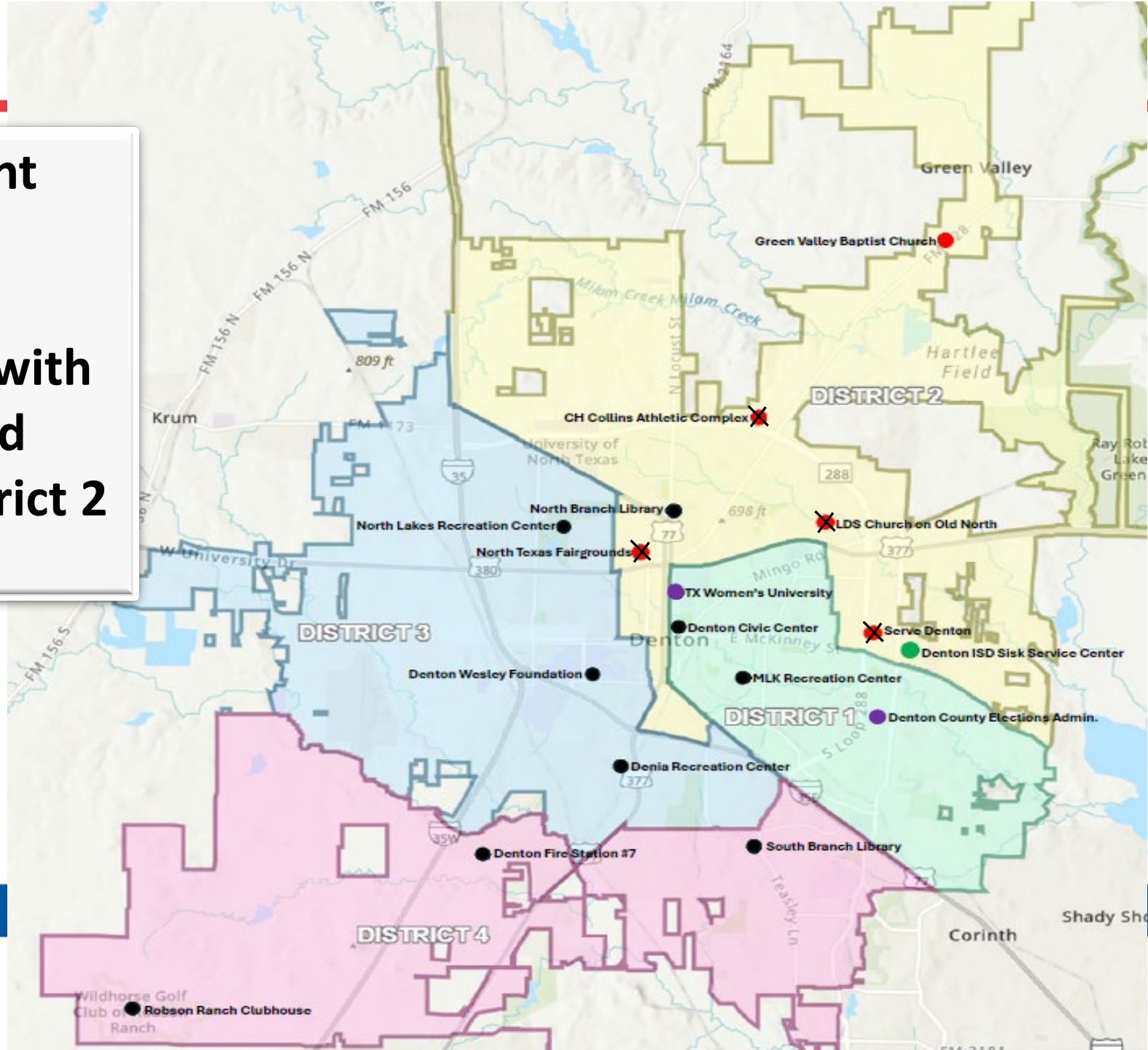
File ID: 26-2430

VOTE OPTION 2

- **Approve the Joint Agreement and Contract with Denton County and approve the Proposed Polling Locations with the addition of a City-funded Early Voting location in District 2 (Green Valley Baptist Church)**

KEY:

- Early Voting & Election Day Location
- Early Voting only Location
- Election Day only Location
- Alternative District 2 Location available for EV
- Alternative District 2 Location not available for EV



File ID: 26-2430