

EXHIBIT 1

CONTRACT BY AND BETWEEN  
CITY OF DENTON, TEXAS AND JAGOE-PUBLIC COMPANY  
(IFB 6057)

STATE OF TEXAS

§ COUNTY OF DENTON §

THIS AGREEMENT, made and entered into this 26th day of April A.D., 2016, by and between City of Denton of the County of Denton and State of Texas, acting through George C. Campbell thereunto duly authorized so to do, hereinafter termed "OWNER," and Jagoe-Public Company, PO Box 250, Denton, TX 76202 of the City of Denton, County of Denton, and State of Texas, hereinafter termed "CONTRACTOR."

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

IFB #6057 EAGLE DRIVE RECONSTRUCTION PROJECT

in the amount of \$2,089,550.42 and all extra work in connection therewith, under the terms as stated in the General Conditions of the agreement; and at his (or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the work specified above, in accordance with the conditions and prices stated in the Proposal and the Performance and Payment Bonds, attached hereto, and in accordance with all the General Conditions of the Agreement, the Special Conditions, the Notice to Bidders (Advertisement for Bids), and Instructions to Bidders, as referenced herein and on file in the office of the Purchasing Agent, and in accordance with the plans, which includes all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof, and the Specifications therefore, as prepared by:

Teague Nall and Perkins

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

**Independent Status**

It is mutually understood and agreed by and between City and Contractor that Contractor is an independent contractor and shall not be deemed to be or considered an employee of the City of Denton, Texas, for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. City shall not have supervision and control of Contractor or any employee of Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached

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

### **Indemnification**

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

### **Choice of Law and Venue**

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

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

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

### **Right to Audit**

The OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. The CONTRACTOR shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written

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request. Further, the CONTRACTOR shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow the OWNER similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the OWNER unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the CONTRACTOR which must be payable within five business days of receipt of an invoice.

Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in the OWNER'S sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

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

ATTEST:

Jenny Walters  
City Secretary

ATTEST:

Ricky Lamons Corp. Sec.  
[Signature]

APPROVED AS TO FORM:

[Signature]  
CITY ATTORNEY

IFB 6057

City of Denton  
OWNER

BY: [Signature]  
City Manager  
(SEAL)

JAGOE PUBLIC COMPANY  
CONTRACTOR NAME

PO Box 250  
Denton, Texas 76202

MAILING ADDRESS

940-382-2581

PHONE NUMBER

jeaton@jagoepublic.com

EMAIL ADDRESS

2016-47373

TEXAS ETHIC CERTIFICATE NO.

BY: [Signature]  
AUTHORIZED AGENT

Bill Cheek, Jr.

PRINTED NAME

Vice President

TITLE

(SEAL)

# EXHIBIT 1

Bond No. 46BCSHK3564

## PERFORMANCE BOND

STATE OF TEXAS           §

COUNTY OF DENTON       §

KNOW ALL MEN BY THESE PRESENTS: That Jagoe-Public Company whose address is PO Box 250, Denton, TX 76202 hereinafter called Principal, and Hartford Fire Insurance Company, a corporation organized and existing under the laws of the State of CT, and fully authorized to transact business in the State of Texas, as Surety, are held and firmly bound unto the City of Denton, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter called Owner, in the penal sum of Two million, eighty-nine thousand, five hundred fifty DOLLARS and forty-two CENTS (\$2,089,550.42), in lawful money of the United States, to be paid in Denton County, Texas, for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract, identified by IFB # 6057, with the City of Denton, the Owner, dated the 26th day of April A.D., 2016, for IFB # 6057 Eagle Drive Reconstruction

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the Plans, Specifications and Contract Documents during the original term thereof and any extension thereof which may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of two (2) years from the date of final completion and final acceptance of the Work by the Owner; and, if the Principal shall fully indemnify and save harmless the Owner from all costs and damages which Owner may suffer by reason of failure to so perform herein and shall fully reimburse and repay Owner all outlay and expense which the Owner may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

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PROVIDED FURTHER, that if any legal action be filed upon this Bond, exclusive venue shall lie in Denton County, State of Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, or to the Plans, Specifications, Drawings, etc., accompanying the same, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, or to the Plans, Specifications, Drawings, etc.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Denton County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in three copies, each one of which shall be deemed an original, this the 26th day of April, 2016.

ATTEST:

BY: Ricky Lamons

SECRETARY

PRINCIPAL

Jagoe-Public Company

BY: Richie Jr.

Vice PRESIDENT

ATTEST:

BY: Connie Kregel

Connie Kregel, Witness

SURETY

Hartford Fire Insurance Company

BY: Jeffrey Todd McIntosh

ATTORNEY-IN-FACT

Jeffrey Todd McIntosh

The Resident Agent of the Surety in Denton County, Texas for delivery of notice and service of the process is:

NAME: Jeffrey Todd McIntosh

STREET ADDRESS: 5068 W. Plano Parkway, Suite 300, Plano, TX 75093

(NOTE: Date of Performance Bond must be date of Contract. If Resident Agent is not a corporation, give a person's name.)

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Bond No. 46BCSHK3564

## PAYMENT BOND

STATE OF TEXAS           §

COUNTY OF DENTON       §

KNOW ALL MEN BY THESE PRESENTS: That Jagoe-Public Company whose address is PO Box 250, Denton, TX 76202, hereinafter called Principal, and Hartford Fire Insurance Company, a corporation organized and existing under the laws of the State of Connecticut, and fully authorized to transact business in the State of Texas, as Surety, are held and firmly bound unto the City of Denton, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter called Owner, and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon, the building or improvements hereinafter referred to, in the penal sum of Two million, eighty-nine thousand, five hundred fifty DOLLARS and forty-two CENTS (\$2,089,550.42), in lawful money of the United States, to be paid in Denton, County, Texas, for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract, identified by IFB # 6057, with the City of Denton, the Owner, dated the 26th day of April A.D., 2016, for IFB # 6057 Eagle Drive Reconstruction

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and/or material in the prosecution of the Work provided for in said Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby expressly waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, exclusive venue shall lie in Denton County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, or to the Plans, Specifications, Drawings, etc., accompanying the same, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, or to the Plans, Specifications, Drawings, etc.

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This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Denton County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such surety, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in three copies, each one of which shall be deemed an original, this the 26th day of April, 2016.

ATTEST:

BY: Beky Lemons  
SECRETARY

PRINCIPAL

Jagoe-Public Company

BY: Butt Buck Jr.  
VICE PRESIDENT

ATTEST:

BY: Connie Kregel  
Connie Kregel, Witness

SURETY

Hartford Fire Insurance Company

BY: Jeffrey Todd McIntosh  
ATTORNEY-IN-FACT  
Jeffrey Todd McIntosh

The Resident Agent of the Surety in Denton County, Texas for delivery of notice and service of the process is:

NAME: Jeffrey Todd McIntosh

STREET ADDRESS: 5068 W. Plano Parkway, Suite 300, Plano, TX 75093

(NOTE: Date of Payment Bond must be date of Contract. If Resident Agent is not a corporation, give a person's name.)



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835)

Agency Code: 46-508071

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :  
**Jeffrey Todd McIntosh, Connie Jean Kregel of PLANO, Texas**

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

SS.

Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 26, 2016.  
 Signed and sealed at the City of Hartford.



*Kevin Heckman*

Kevin Heckman, Assistant Vice President



## IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent who is listed on the Declarations Page of your policy, or on your binder or certificate of insurance.

You may call The Hartford toll-free telephone number for information or to make a complaint at

**1-800-392-7805**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

**1-800-252-3439**

You may write the Texas Department of Insurance  
P.O. Box 149104  
Austin, TX 78714-9104  
FAX # (512) 475-1771

### PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente quien esta alistado en las Paginas de Declaracion de su poliza, o en su resguardo provisional, o en el certificado de seguro.

Usted puede llamar al numero de telefono gratis de The Hartford's para informacion o para someter una queja al

**1-800-392-7805**

Puede comunicarse con el Departamento de Seguros de Texas para conseguir informacion acerca de companias, coberturas, derechos o quejas al

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas  
P.O. Box 149104  
Austin, TX 78714-9104  
FAX # (512) 475-1771

### DISPUTAS SOBRE PRIMAS O RECLAMOS

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

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### INSURANCE REQUIREMENTS AND WORKERS' COMPENSATION REQUIREMENTS

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

#### STANDARD PROVISIONS:

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

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

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

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least A or better.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
  - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.
  - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- *Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.*
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

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- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

### **SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:**

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

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

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

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

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

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

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

#### **[X] Automobile Liability Insurance:**

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

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in conjunction with this contract.

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

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

**[X] Workers' Compensation Insurance**

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

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

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

**[ ] Fire Damage Legal Liability Insurance**

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

**[ ] Professional Liability Insurance**

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

**[ ] Builders' Risk Insurance**

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

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

**A. Definitions:**

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 1. a certificate of coverage, prior to that person beginning work on the project, so

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the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  4. obtain from each other person with whom it contracts, and provide to the contractor:
    - a. a certificate of coverage, prior to the other person beginning work on the project; and
    - b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

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5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  6. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.



## EXHIBIT 1

### **Certificate of Interested Parties Electronic Filing**

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

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

The contractor shall:

1. Log onto the State Ethics Commission Website at :  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Sign and notarize the Form 1295
6. Email the notarized form to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

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

# EXHIBIT 1

## EXHIBIT 1

### IFB 6057 - Pricing Sheet for Eagle Drive Reconstruction

The respondent shall complete the following section, which directly corresponds to the specifications. The contractor shall not make changes to this format.

i	Respondent's Name:	JAGOE-PUBLIC COMPANY
ii	Principal Place of Business (City and State):	DENTON, TEXAS
iii	Respondent is a Corporation, Partnership, Sole Proprietorship, Individual?	CORPORATION
iv	Total calendar days after Notice to Proceed is issued by City for substantial completion of Base Bid (Maximum of 150):	150
v	Total calendar days after Notice to Proceed is issued by City for project start:	17

#### BASE BID

Item	Description	Quantity	Unit	Unit Price	Total
1	Surety Bonds	1	LS	\$ 35,000.00	\$ 35,000.00
2	Mobilization	1	LS	\$ 200,000.00	\$ 200,000.00
3	Temporary Erosion Control	1	LS	\$ 24,000.00	\$ 24,000.00
4	General Site Preparation	1	LS	\$ 40,000.00	\$ 40,000.00
5	Project Signs	3	EA	\$ 350.00	\$ 1,050.00
6	Remove Concrete Curb and Gutter	2,374	LF	\$ 6.50	\$ 15,431.00
7	Remove Concrete Sidewalks and Ramps	3,478	SF	\$ 1.30	\$ 4,521.40
8	Remove Concrete Drive Approach	1,026	SF	\$ 2.25	\$ 2,308.50
9	Remove Small Signs	4	EA	\$ 250.00	\$ 1,000.00
10	Remove Concrete Pavement	542	SY	\$ 30.00	\$ 16,260.00
11	Remove Concrete Flume Structure	1	EA	\$ 340.00	\$ 340.00
12	Remove 8" Asphalt Pavement	222	SY	\$ 24.00	\$ 5,328.00
13	Remove 9" Asphalt Pavement	23,754	SY	\$ 9.75	\$ 231,601.50
14	Scarify and Recondition Existing Flexbase	13,068	SY	\$ 4.00	\$ 52,272.00
15	Remove 9" Flexbase and Subgrade	10,559	SY	\$ 9.75	\$ 102,950.25
16	Subgrade Repair	100	CY	\$ 115.00	\$ 11,500.00
17	9" Flexbase	10,559	SY	\$ 15.00	\$ 158,385.00
18	3" Type C Surface (PG 64-22)	23,754	SY	\$ 11.00	\$ 261,294.00
19	6" Type B Base (PG 64-22)	23,754	SY	\$ 21.00	\$ 498,834.00
20	6" Curb and 18" Gutter	2,458	LF	\$ 24.00	\$ 58,992.00
21	6" Concrete Curb	18	LF	\$ 40.00	\$ 720.00
22	4" Concrete Sidewalk	2,417	SF	\$ 6.60	\$ 15,952.20
23	4" Patterned Concrete	50	SF	\$ 16.50	\$ 825.00
24	4.5' Wide Type 1 Ramp (5' Long)	2	EA	\$ 990.00	\$ 1,980.00
25	5' Wide Type 1 Ramp (3' Long)	1	EA	\$ 880.00	\$ 880.00
26	5' Wide Type 1 Ramp (4' Long)	1	EA	\$ 990.00	\$ 990.00
27	5' Wide Type 1 Ramp (5' Long)	2	EA	\$ 1,045.00	\$ 2,090.00
28	5' Wide Type 1 Ramp (6' Long)	8	EA	\$ 1,155.00	\$ 9,240.00
29	5' Wide Type 1 Ramp (8' Long)	1	EA	\$ 1,320.00	\$ 1,320.00
30	5' Wide Type 1 Ramp (12' Long)	1	EA	\$ 1,485.00	\$ 1,485.00
31	6' Wide Type 1 Ramp (4' Long)	1	EA	\$ 1,045.00	\$ 1,045.00
32	6' Wide Type 1 Ramp (5' Long)	1	EA	\$ 1,155.00	\$ 1,155.00
33	6' Wide Type 1 Ramp (9' Long)	1	EA	\$ 1,320.00	\$ 1,320.00

# EXHIBIT 1

Item	Description	Quantity	Unit	Unit Price	Total
34	12' Wide Type 1 Ramp (6' Long)	2	EA	\$ 1,485.00	\$ 2,970.00
35	9" Concrete Pavement (6-Sack, High Early Strength)	249	SY	\$ 74.00	\$ 18,426.00
36	8" Concrete Pmnt (Intersection Radius and Valley Gutter)	577	SY	\$ 62.00	\$ 35,774.00
37	8" Concrete Drive Approach	1,026	SY	\$ 62.00	\$ 63,612.00
38	Concrete Median Nose	2	EA	\$ 330.00	\$ 660.00
39	Concrete Solid Tapered Nose	8	EA	\$ 980.00	\$ 7,920.00
40	Replace PVC Drain Pipes	2	EA	\$ 1,300.00	\$ 2,600.00
41	Removable Bollards	2	EA	\$ 1,650.00	\$ 3,300.00
42	Barricades, Signs and Traffic Control	1	LS	\$ 60,000.00	\$ 60,000.00
43	Portable Message Sign	516	Day	\$ 115.00	\$ 59,340.00
44	Bermuda Solid Sod	27	SY	\$ 9.00	\$ 243.00
45	Sidewalk Retaining Wall	21	SF	\$ 31.00	\$ 651.00
46	Remove & Replace Concrete Flume	7	LF	\$ 132.00	\$ 924.00
<b>Total Base Bid</b>					<b>\$ 2,016,489.85</b>

## BID ALTERNATE A

Item	Description	Quantity	Unit	Unit Price	Total
47	REFLECTIVE PAVEMENT MARKING TYPE I W BRK 6" 90 MIL	970	LF	\$ 1.00	\$ 970.00
48	REFLECTIVE PAVEMENT MARKING TYPE I W BRK 8" 90 MIL	165	LF	\$ 1.40	\$ 231.00
49	REFLECTIVE PAVEMENT MARKING TYPE I W BRK 24" 90 MIL	1,165	LF	\$ 9.00	\$ 10,485.00
50	REFLECTIVE PAVEMENT MARKING TYPE I W SLD 6" 90 MIL	8,050	LF	\$ 0.70	\$ 5,635.00
51	REFLECTIVE PAVEMENT MARKING TYPE I W SLD 8" 90 MIL	1,020	LF	\$ 1.65	\$ 1,683.00
52	REFLECTIVE PAVEMENT MARKING TYPE I W SLD 24" 90 MIL	585	LF	\$ 11.00	\$ 6,435.00
53	REFLECTIVE PAVEMENT MARKING TYPE I Y BRK 4" 90 MIL	1,400	LF	\$ 0.60	\$ 840.00
54	REFLECTIVE PAVEMENT MARKING TYPE I Y SLD 4" 90 MIL	5,843	LF	\$ 0.55	\$ 3,213.65
55	REFLECTIVE PAVEMENT MARKING TYPE I Y DOUBLE SLD 4" 90 MIL	1,500	LF	\$ 1.10	\$ 1,650.00
56	REFLECTIVE PAVEMENT MARKING TYPE I Y SLD 24" 90 MIL	50	LF	\$ 11.00	\$ 550.00
57	4" PREP	5,843	LF	\$ 0.11	\$ 642.73
58	4" SEALER	5,843	LF	\$ 0.28	\$ 1,636.04
59	4" DOUBLE SLD PREP	1,500	LF	\$ 0.22	\$ 330.00
60	4" DOUBLE SLD SEALER	1,500	LF	\$ 0.55	\$ 825.00
61	6" PREP	9,020	LF	\$ 0.17	\$ 1,533.40
62	6" SEALER	9,020	LF	\$ 0.39	\$ 3,517.80
63	8" PREP	1,185	LF	\$ 0.22	\$ 260.70
64	8" SEALER	1,185	LF	\$ 0.55	\$ 651.75
65	24" PREP	1,800	LF	\$ 0.55	\$ 990.00
66	24" SEALER	1,800	LF	\$ 1.10	\$ 1,980.00
67	SYMBOL, 6' PREFORM STRAIGHT ARROW WHITE LARGE INSTALL 90 MIL	21	EA	\$ 110.00	\$ 2,310.00
68	SYMBOL, 6' PREFORM STRAIGHT ARROW PREP	21	EA	\$ 11.00	\$ 231.00
69	SYMBOL, 6' PREFORM STRAIGHT ARROW SEALER	21	EA	\$ 27.50	\$ 577.50
70	SYMBOL, 8' PREFORM STRAIGHT ARROW WHITE LARGE INSTALL 90 MIL	2	EA	\$ 165.00	\$ 330.00
71	SYMBOL, 8' PREFORM STRAIGHT ARROW PREP	2	EA	\$ 16.50	\$ 33.00

# EXHIBIT 1

Item	Description	Quantity	Unit	Unit Price	Total
72	SYMBOL, 8' PREFORM STRAIGHT ARROW SEALER	2	EA	\$ 33.00	\$ 66.00
73	SYMBOL, 8' PREFORM TURN ARROW WHITE LARGE INSTALL 90 MIL	52	EA	\$ 165.00	\$ 8,580.00
74	SYMBOL, 8' PREFORM TURN ARROW PREP	52	EA	\$ 16.50	\$ 858.00
75	SYMBOL, 8' PREFORM TURN ARROW SEALER	52	EA	\$ 33.00	\$ 1,716.00
76	"ONLY" WORD 8' PREFORM INSTALL 90 MIL	24	EA	\$ 248.00	\$ 5,952.00
77	"ONLY" WORD 8' PREP	24	EA	\$ 33.00	\$ 792.00
78	"ONLY" WORD 8' SEALER	24	EA	\$ 50.00	\$ 1,200.00
79	SYMBOL, 6' PREFORM BICYCLE RIDER INSTALL 90 MIL	21	EA	\$ 195.00	\$ 4,095.00
80	SYMBOL, 6' PREFORM BICYCLE RIDER PREP	21	EA	\$ 22.00	\$ 462.00
81	SYMBOL, 6' PREFORM BICYCLE RIDER SEALER	21	EA	\$ 28.00	\$ 588.00
82	RPM - A/A TYPE II INSTALL ASPHALT	275	EA	\$ 4.40	\$ 1,210.00
Total Alternate Bid					\$ 73,060.57
GRAND TOTAL (BASE + ALTERNATE)					\$ 2,069,550.42

Note: Please email this Exhibit 1 as an Excel file to [ebids@cityofdenton.com](mailto:ebids@cityofdenton.com)

# EXHIBIT 1

## BID SUMMARY

TOTAL BASE BID	\$ <u>2,016,489.85</u>
TOTAL BID ALTERNATE A	\$ <u>73,060.57</u>
TOTAL BASE BID PLUS BID ALTERNATE A	\$ <u>2,089,550.42</u>

The award of the contract will be based on the Total Base Bid or on the Total Base Bid plus Bid Alternate A. The lowest responsive proposal for purposes of award shall be the conforming responsible bidder offering the lowest cost for the Base Bid or the Base Bid plus Bid Alternate A.

## CONTRACT TIME

BASE BID	165 Calendar Days
TOTAL BASE BID PLUS BID ALTERNATE A	180 Calendar Days

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

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

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

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

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

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

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

EXHIBIT 1

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

Addendum No. 1 dated	<u>3-18-16</u>	Received	<u>Li Moore</u>
Addendum No. 2 dated	<u>3-30-16</u>	Received	<u>Li Moore</u>
Addendum No. 3 dated		Received	
Addendum No. 4 dated		Received	
Addendum No. 5 dated		Received	

Jagoz - Public Company  
CONTRACTOR

BY Li Moore

Lewis Moore

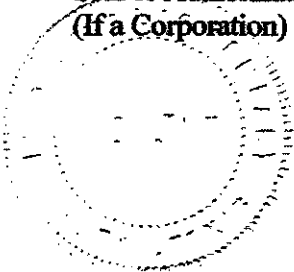
3020 Fort Worth Drive  
Street Address

Denton, Texas  
City and State

lewis.moore@jagoz-public.com  
Email Address

940-382-2581 x41  
Telephone

Seal & Authorization  
(If a Corporation)



BaZhuang UP

EXHIBIT 1

VENDOR COMPLIANCE TO STATE LAW

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

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

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

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

BIDDER:

Jagoe - Public Company  
COMPANY

BY L. Moore

Lewis Moore

P.O. Box 250 / 3020 Ft. Worth Drive  
Street Address

DENTON, TEXAS  
City and State

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

EXHIBIT 1

**CONTRACTOR COMPLIANCE TO TEXAS SALES TAX CODE**

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

Materials incorporated into the Project  
(resold to the Owner as defined in Tax Code)

\$ 1,253,730.25

All other charges and costs

\$ 835,820.17

Total

\$ 2,089,550.42

The total must equal the total amount of the Contract.

CONTRACTOR:

Fagor - Public Company  
COMPANY

BY Lewis Moore

Lewis Moore

P.O. Box 250  
Street Address

DENTON, TEXAS  
City and State

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



## EXHIBIT 1

<b>CONFLICT OF INTEREST QUESTIONNAIRE -</b>		<b>FORM CIQ</b>
<b>For vendor or other person doing business with local governmental entity</b>		
<b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b>		
<p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		
<b>1</b>	Name of vendor who has a business relationship with local governmental entity.	
<b>2</b>	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.	
<p>(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.)</p>		
<b>3</b>	Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center; margin-top: 20px;">           _____            Name of Officer         </div> <p>This section, (item 3 including subparts A, B, C &amp; 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.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>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?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>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?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>	
<b>4</b>	<input checked="" type="checkbox"/> I have no Conflict of interest to disclose.	
<b>5</b>	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;">           _____            Signature of vendor doing business with the governmental entity         </div> <div style="width: 45%; text-align: right;">           4-5-16            _____            Date         </div> </div>	



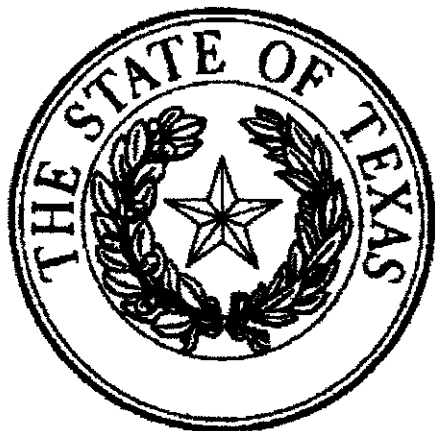
## Office of the Secretary of State

### Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Articles of Incorporation for JAGOE-PUBLIC COMPANY (file number 10498700), a Domestic For-Profit Corporation, was filed in this office on November 15, 1950.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on January 20, 2014.



*Nandita Berry*

Nandita Berry  
Secretary of State

**Document A310™ – 2010**

Conforms with The American Institute of Architects AIA Document 310

**Bid Bond****CONTRACTOR:***(Name, legal status and address)*

Jagoe-Public Company  
3020 Fort Worth Drive  
Denton, TX 76205

**SURETY:***(Name, legal status and principal place of business)*

Hartford Fire Insurance Company  
One Hartford Plaza,  
Hartford, CT 06183

**Mailing Address for Notices**

Hartford Fire Insurance Company  
One Hartford Plaza  
Hartford, CT 06183

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

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

**OWNER:***(Name, legal status and address)*

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

**BOND AMOUNT:** \$ Five Percent (5%) of the Amount Bid

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

IFB# 6057 - Eagle Drive Reconstruction  
Denton, Texas

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

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

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

Signed and sealed this 5th day of April, 2016.

  
(Witness)

  
(Witness) Connie Kregel

Jagoe-Public Company  
(Principal) (Seal)

By:   
(Title)

Hartford Fire Insurance Company  
(Surety) (Seal)

By:   
(Title) Jeffrey Todd McIntosh Attorney-in-Fact

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 46-508071

## KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :  
 Jeffrey Todd McIntosh, Connie Jean Kregel of PLANO, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

SS. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 5, 2016.  
 Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President



## IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent who is listed on the Declarations Page of your policy, or on your binder or certificate of insurance.

You may call The Hartford toll-free telephone number for information or to make a complaint at

**1-800-392-7805**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

**1-800-252-3439**

You may write the Texas Department of Insurance  
P.O. Box 149104  
Austin, TX 78714-9104  
FAX # (512) 475-1771

### PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente quien esta alistado en las Paginas de Declaracion de su poliza, o en su resguardo provisional, o en el certificado de seguro.

Usted puede llamar al numero de telefono gratis de The Hartford's para informacion o para someter una queja al

**1-800-392-7805**

Puede comunicarse con el Departamento de Seguros de Texas para conseguir informacion acerca de companias, coberturas, derechos o quejas al

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas  
P.O. Box 149104  
Austin, TX 78714-9104  
FAX # (512) 475-1771

### DISPUTAS SOBRE PRIMAS O RECLAMOS

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

EXHIBIT 1

**ADDENDUM NUMBER 1 TO  
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR  
CITY OF DENTON, TEXAS**

**EAGLE DRIVE RECONSTRUCTION  
Bid No. IFB 6057**

**Issued March 18, 2016**

**TO: PROSPECTIVE BIDDERS AND PLAN HOLDERS**

The Plans and Specifications for Bid No. IFB 6057, Eagle Drive Reconstruction, shall be modified as follows:

**ITEM 1 TRAFFIC CONTROL**

This addendum revises the requirements of the Traffic Control Plan, which is a part of Pay Item 42 – Barricades, Signs and Traffic control. The changes consist of requirements to keep the intersections of Eagle Drive at Avenue C, Avenue A and Bernard Street open as much as possible, and describes the procedure for doing so. Replace the specification for “Traffic Control, Barricades, Barriers, Warning and Detour Signs and Fences” on pages SC-8 and SC-9 with the attached revised specification.

**Item 2 Bid Proposal**

Replace Bid Tabulation Sheets Pages P-3, P-4 and P-5 with the attached revised sheets Pages P-3R, P-4R and P-5R containing revised Pay Items. The change consists of revising pavement marking quantities to add the turn lane shown on the revised plan sheet (attached).

**Item 3 Construction Plans**

Remove sheet 5 of 9 of the Eagle Drive Striping and Signage plans and replace with the attached revised sheet 5 of 9. The change consists of adding a turn lane at Cleveland Street, resulting in the quantity changes referenced above.

**THIS ADDENDUM IS MADE PART OF THE PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS AND SHALL BE ACKNOWLEDGED ON THE PROPOSAL.**

By: Gary L. Vickery, P.E. (TX No. 72626)  
TEAGUE NALL & PERKINS, INC.

Attachments:	Special Conditions, “Traffic Control, Barricades, Barriers, Warning and Detour Signs and Fences”
Bid Form	Pages P-3R, P-4R and P-5R Eagle Drive Striping and Signage Plans, Sheet 5 of 9

**END ADDENDUM NUMBER 1**

EXHIBIT 1

**ADDENDUM NUMBER 2 TO  
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR  
CITY OF DENTON, TEXAS**

**EAGLE DRIVE RECONSTRUCTION  
Bid No. IFB 6057**

**Issued March 30, 2016**

**TO: PROSPECTIVE BIDDERS AND PLAN HOLDERS**

The Plans and Specifications for Bid No. IFB 6057, Eagle Drive Reconstruction, shall be modified as follows:

**ITEM 1 TRAFFIC CONTROL**

This addendum revises the requirements of the Traffic Control Plan, which is a part of Pay Item 42 – Barricades, Signs and Traffic Control. The changes consist of requiring construction in two phases. Phase I will be from North Texas Blvd. to Welch Street, while Phase II will be from Welch to Carroll Blvd. Phase I must be complete and open fully to traffic prior to removing asphalt on Phase II.

**Item 2 Bid Proposal**

The Pricing Sheet in the Bid Proposal contains a line for the Bidder to state the "Total calendar days after Notice to Proceed is issued by City for project start". The maximum allowable time is 17 calendar days. The Contractor will be expected to begin work within seventeen (17) calendar days of Notice to Proceed.

Replace the specification for "Traffic Control, Barricades, Barriers, Warning and Detour Signs and Fences" on pages SC-8 and SC-9 with the attached revised specification.

**THIS ADDENDUM IS MADE PART OF THE PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS AND SHALL BE ACKNOWLEDGED ON THE PROPOSAL.**

By: Gary L. Vickery, P.E. (TX No. 72626)  
TEAGUE NALL & PERKINS, INC.

Attachments: Special Conditions, "Traffic Control, Barricades, Barriers, Warning and Detour Signs and Fences"

**END ADDENDUM NUMBER 2**

**EXHIBIT 1**  
**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2016-47373

Date Filed:  
04/29/2016

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Jagoe Public Company  
Denton, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City Of Denton

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods or other property to be provided under the contract.**

IFB #6057  
Eagle Drive Reconstruction Project

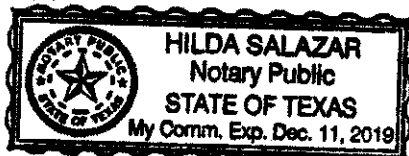
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**



**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Bill Cheek Jr. V.A.  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Bill Cheek Jr., this the 29 day of April, 2016, to certify which, witness my hand and seal of office.

Hilda Salazar  
Signature of officer administering oath

Hilda Salazar  
Printed name of officer administering oath

accts payable  
Title of officer administering oath





## EXHIBIT 1

JLEEMIL-01

EMILYN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Eustis Insurance, Inc. 110 Veterans Memorial Boulevard Suite 200 Metairie, LA 70005	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (504) 586-0440 <b>FAX (A/C, No):</b> (504) 565-5219 <b>E-MAIL ADDRESS:</b> info@eustis.com	
<b>INSURED</b>  Jagoe-Public Company P.O. Box 250 Denton, TX 76202	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Liberty Mutual Insurance Company	23043
	<b>INSURER B:</b> Liberty Insurance Underwriters Inc.	19917
	<b>INSURER C:</b> Texas Mutual Insurance Co.	22945
	<b>INSURER D:</b> AGCS Marine Insurance Company	22837
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			TB7-Z91-463090-025	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AS7-Z91-463090-035	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ MCS-90 INCLUDED \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TH7-Z91-463090-045	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		TSF 0001294785	10/01/2015	10/01/2016	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater			MZI93035449	10/01/2015	10/01/2016	Owned Equipment 25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

IFB#6057 - Eagle Drive Reconstruction

When required by written contract signed by Named Insured, Certificate Holder, its Officials, Agents, Employees & Volunteers are Additional Insured as Primary and Non Contributory basis for coverages except Workers' Compensation and are provided Waiver of Subrogation for all coverages. Said Policy shall not be cancelled, non-renewed or materially changed without 30 days advance written notice being given to the Certificate Holder, except when the policy is being cancelled for non-payment of premium, in which case 10 days advanced written notice of required.

## CERTIFICATE HOLDER

## CANCELLATION

City of Denton 901-B Texas Street Denton, TX 76209	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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