

EXHIBIT 5

CONTRACT BY AND BETWEEN CITY OF DENTON, TEXAS AND DICKERSON CONSTRUCTION CO, INC (IFB 6375)

STATE OF TEXAS

§ COUNTY OF DENTON §

THIS AGREEMENT, made and entered into this date _____, by and between _____ City of Denton _____ of the County of Denton and State of Texas, acting through Todd Hileman thereunto duly authorized so to do, hereinafter termed "OWNER," and Dickerson Construction Co, Inc., 1130 N. Louisiana, Celina, TX 75009 of the City of Celina, County of Collin, 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 #6375 – PECAN CREEK INTERCEPTOR IV

in the amount of \$1,038,187.00 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:

City of Denton Engineering Services

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 specifications at the general direction of the City Manager of the City of Denton, Texas, or his

EXHIBIT 5

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

EXHIBIT 5

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

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

Payment and Performance Bonds

Contractor will be required to furnish original performance and payment bonds for one hundred (100%) percent of the total submission price before work is to commence. The Contractor shall assume all costs in increasing the bond limits if change orders are formally approved. Bonds shall be in accordance with the V.T.C.A Government Code Section 2253.021, as amended, from a surety licensed to do business in the State of Texas. The City, at its option, may waive the payment and performance bond requirements for projects of less than \$50,000.

Bond forms are attached and shall be returned upon notice of contract award by the City. Bonds should be forwarded to the City of Denton within fourteen (14) calendar days from contract award. This contract is not fully executed until payment and performance bonds are received and accepted by the City. Upon approval, a purchase order will be issued.

EXHIBIT 5

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

OWNER
CITY OF DENTON

BY: _____
TODD HILEMAN
CITY MANAGER

CONTRACTOR
DICKERSON CONSTRUCTION CO, INC

DocuSigned by:
Lewis Dickerson
BY: _____
AUTHORIZED AGENT
Lewis Dickerson

NAME
PRESIDENT

TITLE
972-382-2123

PHONE NUMBER
dcc.jld@sbcglobal.net

EMAIL ADDRESS

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

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

DocuSigned by:
John Knight

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EXHIBIT 5

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
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 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 5**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.

EXHIBIT 5

- 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

EXHIBIT 5

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.

EXHIBIT 5

ATTACHMENT 1

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

A. Definitions:

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

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

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

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

EXHIBIT 5

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;

EXHIBIT 5

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 5**IFB 6375 - Pricing Sheet for Construction of Pecan Creek Interceptor IV**

I	Respondent's Name:			Dickerson Construction Co, Inc	
II	Principal Place of Business (City and State)			Celina, TX	
III	Respondent is a Corporation, Partnership, sole Proprietorship, Individual?			Corporation	
IV	Respondent can meet time requirement of Qualification #4 under Bidder Qualifications (Y/N)?			Y	
V	Total calendar days after Notice to Proceed is issued by City for substantial completion (Maximum of 330):			330	
VI	Total calendar days after Notice to Proceed is issued by City for project start:			30	
Wastewater Proposal Pricing:					
Item	Description	Quantity	Unit	Unit Price	Total
1	Surety Bonds	1	LS	\$ 30,000.00	\$ 30,000.00
2	Project Signs	2	EA	\$ 1,000.00	\$ 2,000.00
3	General Site Preparation	1	LS	\$ 5,000.00	\$ 5,000.00
4	Barricades, Warning Signs and Detours	1	LS	\$ 10,000.00	\$ 10,000.00
5	Excavation Protection	2278	LF	\$ 7.00	\$ 15,946.00
6	Temporary Erosion Control	1	LS	\$ 7,500.00	\$ 7,500.00
7	4' I.D. Concrete Manhole (0-6 ft deep)	1	EA	\$ 3,000.00	\$ 3,000.00
8	5' I.D. Concrete Manhole (0-6 ft deep)	1	EA	\$ 4,500.00	\$ 4,500.00
10	5' I.D. Concrete Drop Manhole (0-6 ft deep)	3	EA	\$ 4,500.00	\$ 13,500.00
11	6' I.D. Concrete Drop Manhole (0-6 ft deep)	2	EA	\$ 7,000.00	\$ 14,000.00
12	Additional Concrete Manhole Depth (>6 ft deep)	38	VF	\$ 250.00	\$ 9,500.00
13	Core into Existing Manhole	1	EA	\$ 2,000.00	\$ 2,000.00
14	4" Sanitary Sewer Service	17	EA	\$ 1,300.00	\$ 22,100.00
15	6" Sanitary Sewer Service	9	EA	\$ 2,500.00	\$ 22,500.00
16	8" Sanitary Sewer with Pavement Repair	273	LF	\$ 150.00	\$ 40,950.00
17	8" Sanitary Sewer Unpaved	20	LF	\$ 100.00	\$ 2,000.00
18	24" Sanitary Sewer Unpaved	28	LF	\$ 140.00	\$ 3,920.00
19	27" Sanitary Sewer Unpaved	0	LF	\$ -	\$ -
20	30" Sanitary Sewer Unpaved	1379	LF	\$ 165.00	\$ 227,535.00
21	30" Sanitary Sewer with Pavement Repair	578	LF	\$ 280.00	\$ 161,840.00
23	30" Sanitary Sewer in Casing	40	LF	\$ 325.00	\$ 13,000.00
25	42" Steel Casing / Tunnel Liner Plate by Tunnel	40	LF	\$ 800.00	\$ 32,000.00
26	Cut and Plug Existing Sanitary Sewer Line	8	EA	\$ 1,000.00	\$ 8,000.00
27	Abandon Existing Manhole	11	EA	\$ 1,000.00	\$ 11,000.00
28	Remove Existing Manhole	3	EA	\$ 2,500.00	\$ 7,500.00
29	Bypass Pumping	1	LS	\$ 30,000.00	\$ 30,000.00

EXHIBIT 5**IFB 6375 - Pricing Sheet for Construction of Pecan Creek Interceptor IV**

I	Respondent's Name:			Dickerson Construction Co, Inc	
II	Principal Place of Business (City and State)			Celina, TX	
III	Respondent is a Corporation, Partnership, sole Proprietorship, Individual?			Corporation	
IV	Respondent can meet time requirement of Qualification #4 under Bidder Qualifications (Y/N)?			Y	
V	Total calendar days after Notice to Proceed is issued by City for substantial completion (Maximum of 330):			330	
VI	Total calendar days after Notice to Proceed is issued by City for project start:			30	
Wastewater Proposal Pricing:					
Item	Description	Quantity	Unit	Unit Price	Total
31	Water Main Lowering	1	EA	\$ 5,000.00	\$ 5,000.00
	Wastewater Total				\$ 704,291.00
Water Proposal Pricing:					
Item	Description	Quantity	Unit	Unit Price	Total
50	Excavation Protection	348	LF	\$ 5.00	\$ 1,740.00
51	6" PVC C900 Water with Pavement Repair	38	LF	\$ 125.00	\$ 4,750.00
53	12" PVC C900 Water with Pavement Repair	310	LF	\$ 145.00	\$ 44,950.00
56	6" Gate Valve	2	EA	\$ 1,000.00	\$ 2,000.00
58	12" Gate Valve	2	EA	\$ 2,000.00	\$ 4,000.00
59	Fire Hydrant Assembly	1	EA	\$ 4,400.00	\$ 4,400.00
61	12" Tapping Sleeve Connection	1	EA	\$ 5,700.00	\$ 5,700.00
63	6" Cut-in Connection	2	EA	\$ 2,850.00	\$ 5,700.00
64	Cut and Plug Existing Water Line	2	EA	\$ 1,100.00	\$ 2,200.00
65	Remove Valve Stack	2	EA	\$ 100.00	\$ 200.00
66	Remove Fire Hydrant Assembly	1	EA	\$ 1,000.00	\$ 1,000.00
68	6" Line Stop	2	EA	\$ 3,600.00	\$ 7,200.00
	Water Total				\$ 83,840.00
Alternate A Wastewater Proposal Pricing:					
Item	Description	Quantity	Unit	Unit Price	Total
5	Excavation Protection	506	LF	\$ 5.00	\$ 2,530.00
7	4' I.D. Concrete Manhole (0-6 ft deep)	2	EA	\$ 3,000.00	\$ 6,000.00
9	4' I.D. Concrete Drop Manhole (0-6 ft deep)	1	EA	\$ 3,500.00	\$ 3,500.00
12	Additional Concrete Manhole Depth (>6 ft deep)	3	VF	\$ 250.00	\$ 750.00
14	4" Sanitary Sewer Service	1	EA	\$ 2,000.00	\$ 2,000.00
16	8" Sanitary Sewer with Pavement Repair	506	LF	\$ 146.00	\$ 73,876.00
22	8" Sanitary Sewer in Casing	35	LF	\$ 50.00	\$ 1,750.00
24	12" Steel Casing by Bore	35	LF	\$ 250.00	\$ 8,750.00

EXHIBIT 5**IFB 6375 - Pricing Sheet for Construction of Pecan Creek Interceptor IV**

I	Respondent's Name:			Dickerson Construction Co, Inc	
II	Principal Place of Business (City and State)			Celina, TX	
III	Respondent is a Corporation, Partnership, sole Proprietorship, Individual?			Corporation	
IV	Respondent can meet time requirement of Qualification #4 under Bidder Qualifications (Y/N)?			Y	
V	Total calendar days after Notice to Proceed is issued by City for substatial completion (Maximum of 330):			330	
VI	Total calendar days after Notice to Proceed is issued by City for project start:			30	
Wastewater Proposal Pricing:					
Item	Description	Quantity	Unit	Unit Price	Total
26	Cut and Plug Existing Sanitary Sewer Line	1	EA	\$ 750.00	\$ 750.00
30	Aerial Crossing Removal	1	EA	\$ 2,750.00	\$ 2,750.00
	Alternate A Wastewater Total				\$ 102,656.00

Alternate A Water Proposal Pricing:					
Item	Description	Quantity	Unit	Unit Price	Total
50	Excavation Protection	650	LF	\$ 5.00	\$ 3,250.00
51	6" PVC C900 Water with Pavement Repair	75	LF	\$ 125.00	\$ 9,375.00
52	8" PVC C900 Water with Pavement Repair	40	LF	\$ 135.00	\$ 5,400.00
53	12" PVC C900 Water with Pavement Repair	535	LF	\$ 145.00	\$ 77,575.00
54	12" PVC C900 Water in Casing	35	LF	\$ 70.00	\$ 2,450.00
55	24" Steel Casing by Bore	35	LF	\$ 400.00	\$ 14,000.00
56	6" Gate Valve	1	EA	\$ 1,000.00	\$ 1,000.00
57	8" Gate Valve	2	EA	\$ 1,300.00	\$ 2,600.00
58	12" Gate Valve	2	EA	\$ 2,000.00	\$ 4,000.00
59	Fire Hydrant Assembly	1	EA	\$ 4,400.00	\$ 4,400.00
60	1" Water Service Connection	1	EA	\$ 2,200.00	\$ 2,200.00
61	12" Tapping Sleeve Connection	1	EA	\$ 5,700.00	\$ 5,700.00
62	2" Cut-in Connection	1	EA	\$ 700.00	\$ 700.00
63	6" Cut-in Connection	1	EA	\$ 2,850.00	\$ 2,850.00
64	Cut and Plug Existing Water Line	4	EA	\$ 1,100.00	\$ 4,400.00
65	Remove Valve Stack	4	EA	\$ 100.00	\$ 400.00
66	Remove Fire Hydrant Assembly	1	EA	\$ 1,000.00	\$ 1,000.00
67	2" Line Stop	1	EA	\$ 2,500.00	\$ 2,500.00
68	6" Line Stop	1	EA	\$ 3,600.00	\$ 3,600.00
	Alternate A Water Total				\$ 147,400.00

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I	Respondent's Name:			Dickerson Construction Co, Inc	
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IV	Respondent can meet time requirement of Qualification #4 under Bidder Qualifications (Y/N)?			Y	
V	Total calendar days after Notice to Proceed is issued by City for substantial completion (Maximum of 330):			330	
VI	Total calendar days after Notice to Proceed is issued by City for project start:			30	
Wastewater Proposal Pricing:					
Item	Description	Quantity	Unit	Unit Price	Total
	Base Bid Total (Wastewater + Water)				\$ 788,131.00
	Base Bid Plus Alternate A Total				\$ 1,038,187.00

EXHIBIT 5**BID SUMMARY**

TOTAL BASE BID PRICE IN WORDS:

SEVEN Hundred Eighty-Eight thousand ONE Hundred thirty-ONE
Dollars

TOTAL BASE BID + ALTERNATE A BID PRICE IN WORDS:

ONE million thirty-Eight thousand ONE Hundred eighty-SEVEN
Dollars

Alternate A represents an additive alternate which the City may elect to add to the scope of this project. The decision to add Alternate A to the project will be made solely at the discretion of the City. If the City does not include Alternate A in the bid award, then the award of the contract will be based on the Total Base Bid alone with the lowest responsive proposal for purposes of award being the conforming responsible bidder offering the lowest cost for the base bid. The award of the contract will be based on the Total Base Bid. If the City includes Alternate A in the bid award, then the award of the contract will be based on the Total Base Bid plus the Alternate A Bid with the lowest responsive proposal for purposes of award being the conforming responsible bidder offering the lowest cost for both the base bid and alternate bid. The base bid work and the alternate bid work shall not be split for purposes of award.

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.

EXHIBIT 5

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.

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

Addendum No. 1 dated	<u>3-21-17</u>	Received	<u>3-21-17</u>
Addendum No. 2 dated		Received	
Addendum No. 3 dated		Received	
Addendum No. 4 dated		Received	
Addendum No. 5 dated		Received	

DICKERSON CONST. CO. INC
CONTRACTOR

BY LEWIS DICKERSON

1130 N. LOUISIANA

P.O. BOX 181

Street Address

CELINA, TEXAS 75009

City and State

Seal & Authorization

(If a Corporation) 972-382-2123

Telephone

dcc@ldc56cglobal.net

E-mail

EXHIBIT 5**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:

DICKERSON CONST CO INC
COMPANY

BY Lewis Dickerson

P.O. Box 181

1130 N. LOUISIANA
Street Address

Celina, Texas 75009
City and State

THIS FORM MUST BE RETURNED WITH YOUR BID.

EXHIBIT 5**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) \$ _____

All other charges and costs \$ _____

Total \$ 788,131.21

The total must equal the total amount of the Contract.

CONTRACTOR:

Dickerson Const Co Inc
COMPANY

BY Lewis Dickerson

P.O. Box 181

1130 N. Louisiana
Street Address

Celina, Tenn 37509
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 5

For All the Commitments You Make®

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we,
Dickerson Construction Company, Inc.

, Principal and

Continental Casualty Company

Surety, are held and firmly bound unto

City of Denton

, Oblige, in the sum of

Five Percent of the Greatest Amount Bid----

Dollars (\$ 5% of G.A.B.)

for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Oblige on a contract for
Pecan Creek Interceptor IV

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Oblige; or if Principal shall fail to do so, pay to Oblige the damages which Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed, sealed and dated **March 30, 2017.**

Dickerson Construction Company, Inc.
(Principal)

By: [Signature]
(Seal)

Continental Casualty Company
(Surety)

By: [Signature]
Roxanne G Brune, Attorney-in-Fact



For All the Commitments You Make®

POWER OF ATTORNEY APPROPRIATE FOR INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Sue Kohler, David R Groppell, Beverly A Ireland, Sharen Groppell, Roxanne G Brune, Sharon Cavanaugh, Kurt A Risk, Francine Hay, Gloria Villa, Individually

of Houston, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 1st day of August, 2016.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 1st day of August, 2016, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 30th day of March, 2017.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Bult
D. Bult Assistant Secretary

EXHIBIT 5

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas; the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

EXHIBIT 5

Figure: 28 TAC §1.601(a)(3)

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

1-877-672-6115

4 You may also write to Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company at:

CNA Surety
333 South Wabash
Chicago, IL 60604

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

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

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

Form F8277

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company's para informacion o para someter una queja al:

1-877-672-6115

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company:

CNA Surety
333 South Wabash
Chicago, IL 60604

Puede comunicarse con el Departamento de Seguros de Texas para obtener 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
Web: <http://www.tdi.state.tx.us>
E-Mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Continental Casualty Company, National Fire Insurance Company, American Casualty Company or Continental Insurance Company 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 condiccion del documento adjunto.

EXHIBIT 5

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor 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 governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.*M/R***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.*M/R*

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest 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

Signature of vendor doing business with the governmental entity

Date

3-30-17

EXHIBIT 5



Certificate Of Completion

Envelope Id: FC8EFC3779E74134BDC40A1A29D460B9

Status: Sent

Subject: City Council Docusign Item - 6375

Source Envelope:

Document Pages: 25

Signatures: 2

Envelope Originator:

Supplemental Document Pages: 0

Initials: 0

Karen E. Smith

Certificate Pages: 6

AutoNav: Enabled

Payments: 0

karen.smith@cityofdenton.com

Envelopeld Stamping: Enabled

IP Address: 129.120.6.150

Time Zone: (UTC-06:00) Central Time (US & Canada)

Record Tracking

Status: Original

Holder: Karen E. Smith

Location: DocuSign

4/7/2017 11:37:13 AM

karen.smith@cityofdenton.com

Signer Events

Signature

Timestamp

Karen E. Smith

Completed

Sent: 4/7/2017 11:48:41 AM

karen.smith@cityofdenton.com

Viewed: 4/7/2017 11:48:53 AM

Assistant Purchasing Manager

Signed: 4/7/2017 11:49:41 AM

City of Denton

Using IP Address: 129.120.6.150

Security Level: Email, Account Authentication (Optional)

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

Lewis Dickerson

DocuSigned by:

Lewis Dickerson

0424F42DDBCF457...

Sent: 4/7/2017 11:49:43 AM

dcc.jld@sbcglobal.net

Viewed: 4/7/2017 11:54:16 AM

PRESIDENT

Signed: 4/7/2017 1:53:38 PM

Security Level: Email, Account Authentication (Optional)

Using IP Address: 172.0.161.150

Electronic Record and Signature Disclosure:

Accepted: 4/7/2017 11:54:16 AM

ID: 1eb1ff91-47c9-4269-b9ae-de930708165e

John Knight

DocuSigned by:

John Knight

C821996C2A2B439...

Sent: 4/7/2017 1:53:41 PM

john.knight@cityofdenton.com

Viewed: 4/7/2017 2:01:25 PM

Deputy City Attorney

Signed: 4/7/2017 2:01:32 PM

City of Denton

Using IP Address: 129.120.6.150

Security Level: Email, Account Authentication (Optional)

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

Julia Winkley

Sent: 4/7/2017 2:01:36 PM

julia.winkley@cityofdenton.com

Viewed: 4/7/2017 2:55:06 PM

Contracts Administration Supervisor

City of Denton

Security Level: Email, Account Authentication (Optional)

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

EXHIBIT 5

Signer Events	Signature	Timestamp
Todd Hileman todd.hileman@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 2/8/2017 6:52:51 PM ID: 8154723a-9757-4d53-a4b5-794656233671		
Jennifer Walters jennifer.walters@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
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
Julia Winkley julia.winkley@cityofdenton.com Contracts Administration Supervisor City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 4/7/2017 1:53:40 PM
Sherri Thurman sherri.thurman@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 4/7/2017 1:53:40 PM
Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Robin Fox Robin.fox@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 10/9/2015 1:39:51 PM ID: 04463961-03db-4c4d-9228-d660d6146ed6		

EXHIBIT 5

Carbon Copy Events	Status	Timestamp
Jennifer Bridges jennifer.bridges@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Jim Wilder james.wilder@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Notary Events		Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/7/2017 2:01:36 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.

EXHIBIT 5

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

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevin.gunn@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 kevin.gunn@cityofdenton.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•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.

EXHIBIT 5

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
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