

**CONTRACT BY AND BETWEEN  
CITY OF DENTON, TEXAS AND ZACHRY CONSTRUCTION CORPORATION  
(IFB 6389)**

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 Zachry Construction Corporation, 2330 N Loop 1604 W, San Antonio, TX 78248-4512 of the City of San Antonio, County of Bexar, 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 #6389 – MAYHILL ROAD WIDENING & IMPROVEMENTS**

in the amount of Thirty-five Million Eight Hundred Seventy-seven Thousand, Four Hundred Fourteen and 52/100 Dollars (\$35,877,414.52) 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:

Freese & Nichols

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

**INDEPENDENT STATUS/NO JOINT VENTURE**

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

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

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

### **INDEMNIFICATION**

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

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

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

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

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

### **RIGHT TO AUDIT**

The OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. The CONTRACTOR shall retain such books, records,

documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available within 10 business days of written request. Further, the CONTRACTOR shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow the OWNER similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the OWNER unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the CONTRACTOR which must be payable within five business days of receipt of an invoice.

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

### **PAYMENT AND PERFORMANCE BONDS**

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

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

### **LIQUIDATED DAMAGES**

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

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

### **FORCE MAJEURE**

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

### **CONSTRUCTION ACCEPTANCE**

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

### **SEVERABILITY**

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

### **ASSIGNABILITY**

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

### **NO WAIVER**

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

## **EXHIBITS**

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

## **NO THIRD-PARTY BENEFICIARIES**

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

## **PARAGRAPH HEADINGS AND CONSTRUCTION OF AGREEMENT**

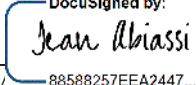
The descriptive headings of this various articles and sections of this Agreement have been inserted for the convenience of reference only, and are to be afforded no significance in the interpretation or construction of this Agreement, which shall not be construed either more or less strongly against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

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

OWNER  
CITY OF DENTON

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

CONTRACTOR  
ZACHRY CONSTRUCTION CORP.

BY:  \_\_\_\_\_  
88588257EEA2447... AGENT  
Jean Abiassi  
\_\_\_\_\_  
NAME  
President & COO  
\_\_\_\_\_  
TITLE

210 871 3232

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PHONE NUMBER

Jean.Abiassi@zachrycorp.com

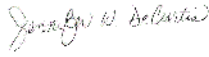
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EMAIL ADDRESS

ATTEST:  
JENNIFER WALTERS, CITY SECRETARY

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

DocuSigned by:  
  
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### **Certificate of Interested Parties Electronic Filing**

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

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

The contractor shall:

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

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



## **INSURANCE REQUIREMENTS AND WORKERS' COMPENSATION REQUIREMENTS**

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

### **STANDARD PROVISIONS:**

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

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

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

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



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

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

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

[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

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.

## ATTACHMENT 1

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

#### A. Definitions:

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

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

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

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

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

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

for one year thereafter;

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

**Exhibit 1 - Revised Addendum 3****IFB 6389 - Pricing Sheet for Mayhill Road Widening and Improvements**

i.	Respondent's Name:	<b>ZACHRY CONSTRUCTION CORPORATION</b>
ii.	Principal Place of Business (City and State):	<b>SAN ANTONIO, TEXAS</b>
iii.	Respondent is a Corporation, Partnership, Sole Proprietorship, or Individual?	<b>CORPORATION</b>
iv.	Total calendar days after Notice to Proceed is issued by City of Denton for substantial completion of Base Bid (Maximum of 900):	<b>900</b>
v.	Total calendar days after Notice to Proceed is issued by City of Denton for project start:	<b>30</b>

<b>BASE BID</b>						
<b>UNIT 1 - STREET IMPROVEMENTS</b>						
<b>ITEM</b>	<b>SPEC. NO.</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
I-1	I-1	PROJECT SIGNS	4	EA	\$ 1,361.18	\$ 5,444.72
I-2	TXDOT 500	MOBILIZATION & DEMOBILIZATION	1	LS	<b>2,880,431.00</b>	<b>2,880,431.00</b>
I-3	COD NCTCOG AM ITEM 203.3	RIGHT OF WAY PREPARATION	224	STA	<b>12,500</b>	<b>2,800,000.00</b>
I-4	NCTCOG 801	BARRICADES, SIGNS, AND TRAFFIC HANDLING	30	MO	\$ 13,940.99	\$ 418,229.70
I-5	TXDOT 6001	PORTABLE CHANGEABLE MESSAGE SIGNS	12	EA	\$ 14,072.50	\$ 168,870.00
I-6	TXDOT 105	REMOVE ASPHALT PAVEMENT	49,367	SY	\$ 4.00	\$ 197,468.00
I-7	TXDOT 104	REMOVE CONCRETE PAVEMENT & MISC. CONCRETE	6,568	SY	\$ 9.21	\$ 60,491.28
I-8	NCTCOG 203	UNCLASSIFIED EXCAVATION	79,340	CY	\$ 2.97	\$ 235,639.80
I-9	NCTCOG 203	EMBANKMENT	165,410	CY	\$ 3.48	\$ 575,626.80
I-10	NCTCOG 301.2	LIME TREATED SUBGRADE (6")	146,946	SY	\$ 3.69	\$ 542,230.74
I-11	NCTCOG 301.2	LIME (HYDRATED LIME) (SLURRY)	3,233	TON	\$ 138.00	\$ 446,154.00
I-12	NCTCOG 301.5	8" FLEXIBLE BASE	4,557	SY	\$ 4.00	\$ 18,228.00
I-13	NCTCOG 302	HMAC TYPE D (PG64-22)	18,520	TON	\$ 67.00	\$ 1,240,840.00
I-14	NCTCOG 302	HMAC TYPE B (PG64-22)	1,727	TON	\$ 90.00	\$ 155,430.00
I-15	NCTCOG 302	HMAC TYPE B (ASPHALT DRIVEWAY) (PG64-22)	1,548	TON	\$ 116.70	\$ 180,651.60
I-16	TXDOT 360	CONTINUOUSLY REINFORCED CONCRETE PAVEMENT (12")	139,391	SY	\$ 48.96	\$ 6,824,583.36
I-17	NCTCOG 301.5	6" GRAVEL DRIVEWAYS	1,200	SY	\$ 33.89	\$ 40,668.00
I-18	TXDOT 528	MEDIAN APRON (COLORED TEXTURED CONCRETE)	8,552	SY	\$ 67.39	\$ 576,319.28
I-19	NCTCOG 303	CONCRETE CURB (MONOLITHIC)	82,505	LF	\$ 1.40	\$ 115,507.00
I-20	NCTCOG 305.1	CONCRETE CURB AND GUTTER	1,083	LF	\$ 24.37	\$ 26,392.71

I-21	NCTCOG 305.2	CONCRETE DRIVEWAYS	7,391	SY	\$ 40.66	\$ 300,518.06
I-22	NCTCOG 305.2	REINFORCED CONCRETE SIDEWALK (4")	10,833	SY	\$ 38.32	\$ 415,120.56
I-23	NCTCOG 305.2	REINFORCED CONCRETE SIDEWALK (5")	22,160	SY	\$ 54.00	\$ 1,196,640.00
I-24	NCTCOG 305.2	CURB RAMP (TY I) (SHARED LANDING) (ALL WIDTHS)	18	EA	\$ 1,016.31	\$ 18,293.58
I-25	NCTCOG 305.2	CURB RAMP (TY I)	26	EA	\$ 1,387.95	\$ 36,086.70
I-26	NCTCOG 305.2	CURB RAMP (TY I) (10' WIDTH)	8	EA	\$ 1,700.00	\$ 13,600.00
I-27	NCTCOG 305.2	CURB RAMP (TY 7)	12	EA	\$ 1,345.49	\$ 16,145.88
I-28	NCTCOG 305.2	CURB RAMP (TY 7) (10' WIDTH)	66	EA	\$ 1,199.16	\$ 79,144.56
I-29	TXDOT 677	ELIMINATE EXISTING PAVEMENT MARKINGS (ALL WIDTHS)	3,000	LF	\$ 1.00	\$ 3,000.00
I-30	TXDOT 666	PAVEMENT MARKERS & MARKINGS (TY I) (Y) (4") (BRK)	106	LF	\$ 0.90	\$ 95.40
I-31	TXDOT 666	PAVEMENT MARKERS & MARKINGS (TY I) (Y) (4") (SLD)	3,225	LF	\$ 0.90	\$ 2,902.50
I-32	TXDOT 666	PAVEMENT MARKERS & MARKINGS (TY I) (W) (4") (BRK) (10')	34,668	LF	\$ 0.25	\$ 8,667.00
I-33	TXDOT 666	PAVEMENT MARKERS & MARKINGS (TY I) (W) (4") (BRK) (2')	110	LF	\$ 0.90	\$ 99.00
I-34	TXDOT 666	PAVEMENT MARKERS & MARKINGS (TY I) (W) (6") (SLD)	11,929	LF	\$ 1.35	\$ 16,104.15
I-35	TXDOT 666	PAVEMENT MARKERS & MARKINGS (TY I) (W) (8") (BRK) (2')	1,445	LF	\$ 1.80	\$ 2,601.00
I-36	TXDOT 666	PAVEMENT MARKERS & MARKINGS (TY I) (W) (8") (SLD)	5,648	LF	\$ 1.80	\$ 10,166.40
I-37	TXDOT 666	PAVEMENT MARKERS & MARKINGS (TY I) (W) (12") (SLD)	1,430	LF	\$ 2.70	\$ 3,861.00
I-38	TXDOT 666	PAVEMENT MARKERS & MARKINGS (TY I) (W) (24") (SLD)	7,442	LF	\$ 5.70	\$ 42,419.40
I-39	TXDOT 666	PAVEMENT MARKERS & MARKINGS (TY I) (W) (ARROW)	49	EA	\$ 115.00	\$ 5,635.00
I-40	TXDOT 666	PAVEMENT MARKERS & MARKINGS (TY I) (W) (WORD)	49	EA	\$ 125.00	\$ 6,125.00
I-41	TXDOT 666	PAVEMENT MARKERS & MARKINGS (TY II) (Y) (4") (BRK)	106	LF	\$ 0.10	\$ 10.60
I-42	TXDOT 666	PAVEMENT MARKERS & MARKINGS (TY II) (Y) (4") (SLD)	3,225	LF	\$ 0.10	\$ 322.50
I-43	TXDOT 666	PAVEMENT MARKERS & MARKINGS (TY II) (W) (4") (BRK) (10')	34,668	LF	\$ 0.05	\$ 1,733.40
I-44	TXDOT 666	PAVEMENT MARKERS & MARKINGS (TY II) (W) (4") (BRK) (2')	110	LF	\$ 0.10	\$ 11.00
I-45	TXDOT 666	PAVEMENT MARKERS & MARKINGS (TY II) (W) (6") (SLD)	11,929	LF	\$ 0.10	\$ 1,192.90



I-46	TXDOT 666	PAVEMENT MARKERS & MARKINGS (TY II) (W) (8") (BRK) (2')	1,445	LF	\$ 0.10	\$ 144.50
I-47	TXDOT 666	PAVEMENT MARKERS & MARKINGS (TY II) (W) (8") (SLD)	5,648	LF	\$ 0.10	\$ 564.80
I-48	TXDOT 666	PAVEMENT MARKERS & MARKINGS (TY II) (W) (12") (SLD)	1,430	LF	\$ 0.20	\$ 286.00
I-49	TXDOT 666	PAVEMENT MARKERS & MARKINGS (TY II) (W) (24") (SLD)	7,442	LF	\$ 0.30	\$ 2,232.60
I-50	TXDOT 666	PAVEMENT MARKERS & MARKINGS (TY II) (W) (ARROW)	49	EA	\$ 10.00	\$ 490.00
I-51	TXDOT 666	PAVEMENT MARKERS & MARKINGS (TY II) (W) (WORD)	49	EA	\$ 10.00	\$ 490.00
I-52	TXDOT 672	RAISED PAVEMENT MARKER (TY II-C-R)	1,422	EA	\$ 4.00	\$ 5,688.00
I-53	TXDOT 672	RAISED PAVEMENT MARKER (TY II-A-A)	165	EA	\$ 4.00	\$ 660.00
I-54	TXDOT 644	SMALL ROADSIDE SIGN ASSEMBLY	124	EA	\$ 375.00	\$ 46,500.00
I-55	TXDOT 540	METAL BEAM GUARD FENCE	1,652	LF	\$ 19.50	\$ 32,214.00
I-56	TXDOT 540	METAL BEAM GUARD FENCE TRANSITION (THREE-BEAM)	6	EA	\$ 1,600.00	\$ 9,600.00
I-57	TXDOT 544	GUARDRAIL END TREATMENT (WOOD POST) (TY I)	10	EA	\$ 2,400.00	\$ 24,000.00
I-58	TXDOT 450	PEDESTRIAN RAIL (COMBINATION TY C1W)	1,101	LF	\$ 114.76	\$ 126,350.76
I-59	TXDOT 450	PEDESTRIAN RAIL (TY C221)	413	LF	\$ 145.79	\$ 60,211.27
I-60	TXDOT 423	RETAINING WALL (TXDOT TYPE RW 1(H)(C))	6,190	SF	\$ 51.36	\$ 317,918.40
I-61	TXDOT 423	RETAINING WALL TXDOT TYPE RW 1(H)(A)	310	SF	\$ 45.27	\$ 14,033.70
I-62	TXDOT 423	RETAINING WALL (TXDOT TYPE CSWD-08 (FW))	3,385	SF	\$ 49.99	\$ 169,216.15
I-63	TXDOT 423	RETAINING WALL (MSE)	4,735	SF	\$ 49.46	\$ 234,193.10
I-64	TXDOT 508	TEMPORARY PAVEMENT	4,230	SY	\$ 24.07	\$ 101,816.10
					TOTAL UNIT I	\$ 20,836,310.96

UNIT II - STRUCTURAL						
ITEM	SPEC. NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
II-1	TXDOT 416	DRILL SHAFT (30")	995	LF	\$ 103.81	\$ 103,290.95
II-2	TXDOT 416	DRILL SHAFT (36")	1,398	LF	\$ 123.55	\$ 172,722.90
II-3	TXDOT 420	CLASS C CONCRETE (ABUTMENT)	163	CY	\$ 813.86	\$ 132,659.18
II-4	TXDOT 420	CLASS C CONCRETE (BENT)	208	CY	\$ 923.89	\$ 192,169.12
II-5	TXDOT 422	REINF CONC SLAB	28,782	SF	\$ 15.04	\$ 432,881.28
II-6	TXDOT 422	SHEAR KEY	42	CY	\$ 350.00	\$ 14,700.00
II-7	TXDOT 422	APPROACH SLAB	349	CY	\$ 482.39	\$ 168,354.11
II-8	TXDOT 425	PRESTRESSED CONCRETE GIRDER (Tx40)	2,500	LF	\$ 160.00	\$ 400,000.00
II-9	TXDOT 425	PRESTRESSED CONCRETE BOX BEAM (4B20)	174	LF	\$ 144.38	\$ 25,122.12
II-10	TXDOT 425	PRESTRESSED CONCRETE BOX BEAM (5B20)	1,562	LF	\$ 150.12	\$ 234,487.44
II-11	TXDOT 428	CONCRETE SURFACE TREATMENT	3,213	SY	\$ 2.00	\$ 6,426.00
II-12	TXDOT 432	RIPRAP (RR8)	537	CY	\$ 383.36	\$ 205,864.32
II-13	TXDOT 442	STRUCTURAL STEEL (MISC NON-BRIDGE)	689	LB	\$ 14.67	\$ 10,107.63
II-14	TXDOT 450	RAIL TY C411	870	LF	\$ 157.86	\$ 137,338.20
II-15	TXDOT 450	RAIL TY C223	679	LF	\$ 148.11	\$ 100,566.69
II-16	TXDOT 450	RAIL TY PR1	488	LF	\$ 61.02	\$ 29,777.76
II-17	TXDOT 454	SEALED EXPANSION JOINTS (4")	292	LF	\$ 77.66	\$ 22,676.72
TOTAL UNIT II						\$ 2,389,144.42

UNIT III - LANDSCAPING						
ITEM	SPEC. NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
III-1	COD NCTCOG AM ITEM 202.5	SODDING	66,936	SY	\$ 4.18	\$ 279,792.48
III-2	COD NCTCOG AM ITEM 202.6	HYDROMULCH SEEDING	66,936	SY	\$ 1.55	\$ 103,750.80
III-3	NCTCOG 202.2	TOPSOIL (4")	133,872	SY	\$ 0.84	\$ 112,452.48
TOTAL UNIT III						\$ 495,995.76

UNIT IV - ELECTRICAL & LIGHTING						
ITEM	SPEC. NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
IV-1	TxDOT 618	CONDUIT (PVC) (SCHD 40) (1")	600	LF	\$ 9.00	\$ 5,400.00
IV-2	TxDOT 618	CONDUIT (PVC) (SCHD 40) (2")	22,975	LF	\$ 10.00	\$ 229,750.00
IV-3	TXDOT 624	PULL BOX (12" X 12")	231	EA	\$ 1,000.00	\$ 231,000.00
TOTAL UNIT IV						\$ 466,150.00

UNIT V - STORM SYSTEM IMPROVEMENTS						
ITEM	SPEC. NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
V-1	COD NCTCOG AM ITEM 107.19.3	TRENCH SAFETY (STORM DRAIN SYSTEM)	29,610	LF	\$ 0.50	\$ 14,805.00
V-2	NCTCOG 501.6	RCP (CLASS III) (18")	5,764	LF	\$ 70.00	\$ 403,480.00
V-3	NCTCOG 501.6	RCP (CLASS III) (24")	9,742	LF	\$ 87.00	\$ 847,554.00
V-4	NCTCOG 501.6	RCP (CLASS III) (30")	3,399	LF	\$ 110.00	\$ 373,890.00
V-5	NCTCOG 501.6	RCP (CLASS III) (36")	1,213	LF	\$ 125.00	\$ 151,625.00
V-6	NCTCOG 501.6	RCP (CLASS III) (42")	2,179	LF	\$ 156.00	\$ 339,924.00
V-7	NCTCOG 501.6	RCP (CLASS IV) (42")	1,573	LF	\$ 212.00	\$ 333,476.00
V-8	NCTCOG 501.6	RCP (CLASS III) (48")	1,373	LF	\$ 186.00	\$ 255,378.00
V-9	NCTCOG 501.6	RCP (CLASS III) (54")	180	LF	\$ 242.00	\$ 43,560.00
V-10	NCTCOG 501.6	RCB (5' X 4')	133	LF	\$ 256.00	\$ 34,048.00
V-11	NCTCOG 501.6	RCB (6' X 4')	1,637	LF	\$ 320.00	\$ 523,840.00
V-12	NCTCOG 501.6	RCB (7' X 6')	1,013	LF	\$ 432.00	\$ 437,616.00
V-13	NCTCOG 501.6	RCB (8' X 4')	840	LF	\$ 400.00	\$ 336,000.00
V-14	NCTCOG 501.6	RCB (8' X 8')	48	LF	\$ 715.00	\$ 34,320.00
V-15	NCTCOG 501.6	RCB (9' X 6')	810	LF	\$ 488.00	\$ 395,280.00
V-16	NCTCOG 501.6	RCB (10' X 6')	87	LF	\$ 679.00	\$ 59,073.00
V-17	NCTCOG 501.6	RCB (12' X 6')	376	LF	\$ 950.00	\$ 357,200.00
V-18	NCTCOG 501.6	RCB (12' X 5')	804	LF	\$ 888.00	\$ 713,952.00
V-19	NCTCOG 702	MANHOLE (COMPLETE)(TYPE 1)	38	EA	\$ 4,000.00	\$ 152,000.00
V-20	NCTCOG 702	MANHOLE (COMPLETE)(TYPE 1-C)	18	EA	\$ 2,000.00	\$ 36,000.00
V-21	NCTCOG 702	JUNCTION BOX (42") (JB-1-02)	10	EA	\$ 6,800.00	\$ 68,000.00
V-22	NCTCOG 702	JUNCTION BOX (48") (JB-1-02)	3	EA	\$ 6,600.00	\$ 19,800.00

V-23	NCTCOG 702	JUNCTION BOX (54") (JB-1-02)	1	EA	\$ 7,808.00	\$ 7,808.00
V-24	NCTCOG 702	JUNCTION BOX (MOD) (9' X 5')	2	EA	\$ 8,900.00	\$ 17,800.00
V-25	NCTCOG 702	JUNCTION BOX (MOD) (11' X 9')	2	EA	\$ 20,000.00	\$ 40,000.00
V-26	NCTCOG 702	INLET (COMPLETE) (CHANNEL HEADWALL) (10')	5	EA	\$ 7,600.00	\$ 38,000.00
V-27	NCTCOG 702	INLET (COMPLETE) (TY Y INLET) (4' X 4')	1	EA	\$ 4,300.00	\$ 4,300.00
V-28	NCTCOG 702	INLET (COMPLETE) (RECESSED CURB INLET 10')	86	EA	\$ 5,400.00	\$ 464,400.00
V-29	NCTCOG 702	INLET (COMPLETE) (RECESSED CURB INLET 15')	57	EA	\$ 7,500.00	\$ 427,500.00
V-30	NCTCOG 702	INLET (COMPLETE) (RECESSED CURB INLET 20')	17	EA	\$ 9,800.00	\$ 166,600.00
V-31	NCTCOG 702	HEADWALL & WINGWALLS (TY PW) (SD SCULV-1) (8')	1	EA	\$ 23,000.00	\$ 23,000.00
V-32	NCTCOG 702	HEADWALL (TY PW) (SD SCULV-1) (8')	1	EA	\$ 28,000.00	\$ 28,000.00
V-33	NCTCOG 702	HEADWALL & WINGWALLS (TY PW) (SD SCULV-2) (11')	1	EA	\$ 49,000.00	\$ 49,000.00
V-34	NCTCOG 702	HEADWALL (TY PW) (CULV-4) (9')	1	EA	\$ 18,600.00	\$ 18,600.00
V-35	NCTCOG 702	HEADWALL & WINGWALLS (TY PW) (SD SCULV-5) (10')	2	EA	\$ 33,900.00	\$ 67,800.00
V-36	NCTCOG 702	HEADWALL & WINGWALLS (TY FW-0) (SD SCULV-2) (8')	1	EA	\$ 17,000.00	\$ 17,000.00
V-37	NCTCOG 702	HEADWALL & WINGWALLS (TY FW-0) (CULV-4) (9')	1	EA	\$ 27,000.00	\$ 27,000.00
V-38	NCTCOG 702	HEADWALL & WINGWALLS (TY FW-0) (SD-01) (3')	1	EA	\$ 2,000.00	\$ 2,000.00
V-39	NCTCOG 702	HEADWALL & WINGWALLS (TY SW-0) (CULVERT 1) (9')	1	EA	\$ 12,800.00	\$ 12,800.00
V-40	NCTCOG 702	HEADWALL & WINGWALLS (TY PW) (CULVERT-2) (8')	1	EA	\$ 13,700.00	\$ 13,700.00
V-41	NCTCOG 702	HEADWALL & WINGWALLS (TY PW) (CULVERT-2) (9')	1	EA	\$ 38,000.00	\$ 38,000.00
V-42	NCTCOG 702	HEADWALL & WINGWALLS (TY PW) (SD-6.1) (7')	1	EA	\$ 24,000.00	\$ 24,000.00
V-43	NCTCOG 702	HEADWALL & WINGWALLS (TY FW-S) (SD-28) (7')	1	EA	\$ 18,000.00	\$ 18,000.00
V-44	NCTCOG 702	CONCRETE FLUME	437	SY	\$ 140.00	\$ 61,180.00
V-45	NCTCOG 803.3	RIPRAP (CONC) (6")	532	CY	\$ 440.04	\$ 234,101.28
V-46	NCTCOG 803.3	RIPRAP (STONE) (24")	957	CY	\$ 125.00	\$ 119,625.00
TOTAL UNIT V						\$ 7,851,035.28

UNIT VI - WASTEWATER SYSTEM IMPROVEMENTS						
ITEM	SPEC. NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
VI-1	COD NCTCOG AM ITEM SS01	CUT AND PLUG EXISTING SANITARY SEWER LINES	34	EA	\$ 1,050.00	\$ 35,700.00
VI-2	COD NCTCOG AM ITEM SS02	ABANDON SANITARY SEWER MANHOLE	10	EA	\$ 650.00	\$ 6,500.00
VI-3	COD NCTCOG AM ITEM SS03	REMOVE SANITARY SEWER MANHOLE	6	EA	\$ 675.00	\$ 4,050.00
VI-4	COD NCTCOG AM ITEM 107.19.3	EXCAVATION SAFETY (TRENCH SAFETY) (SEWER SYSTEM)	5,072	LF	\$ 0.50	\$ 2,536.00
VI-5	COD NCTCOG AM ITEM 505	24"X3/8" THICK STEEL CASING INSTALLED BY OPEN CUT	50	LF	\$ 109.00	\$ 5,450.00
VI-6	COD NCTCOG AM ITEM 503.3	20"X3/8" THICK STEEL CASING INSTALLED BY BORE	125	LF	\$ 357.00	\$ 44,625.00
VI-7	COD NCTCOG AM ITEM 503.3	18"X3/8" THICK STEEL CASING INSTALLED BY BORE	40	LF	\$ 362.50	\$ 14,500.00
VI-8	COD NCTCOG AM ITEM 505	18"X3/8" THICK STEEL CASING INSTALLED BY OPEN CUT	40	LF	\$ 108.25	\$ 4,330.00
VI-9	COD NCTCOG AM ITEM 505	16"X3/8" THICK STEEL CASING INSTALLED BY OPEN CUT	42	LF	\$ 95.75	\$ 4,021.50
VI-10	COD NCTCOG AM ITEM 503.1	12" C-900 DR-25 PVC WASTEWATER PIPE INSTALLED IN CASING	50	LF	\$ 128.25	\$ 6,412.50
VI-11	COD NCTCOG AM ITEM 503.1	10" C-900 DR-25 PVC WASTEWATER PIPE INSTALLED IN CASING	125	LF	\$ 102.60	\$ 12,825.00
VI-12	COD NCTCOG AM ITEM 503.1	10" SDR-35 PVC WASTEWATER PIPE INSTALLED IN CASING	42	LF	\$ 99.10	\$ 4,162.20
VI-13	COD NCTCOG AM ITEM 503.1	8" C-900 DR-25 PVC WASTEWATER PIPE INSTALLED IN CASING	80	LF	\$ 88.00	\$ 7,040.00
VI-14	COD NCTCOG AM ITEM 501.17	21" F679 115 PSI PVC WASTEWATER PIPE INSTALLED BY OPEN CUT, BACKFILL PER DETAIL U202	79	LF	\$ 134.00	\$ 10,586.00
VI-15	COD NCTCOG AM ITEM 501.17	12" C-900 DR-25 PVC WASTEWATER PIPE INSTALLED BY OPEN CUT, BACKFILL PER DETAIL U201	115	LF	\$ 83.75	\$ 9,631.25
VI-16	COD NCTCOG AM ITEM 501.17	12" C-900 DR-25 PVC WASTEWATER PIPE INSTALLED BY OPEN CUT, BACKFILL PER DETAIL U202	123	LF	\$ 84.75	\$ 10,424.25
VI-17	COD NCTCOG AM ITEM 501.17	12" SDR-26 PVC WASTEWATER PIPE INSTALLED BY OPEN CUT, BACKFILL PER DETAIL U201	184	LF	\$ 87.05	\$ 16,017.20
VI-18	COD NCTCOG AM ITEM 501.17	12" SDR-26 PVC WASTEWATER PIPE INSTALLED BY OPEN CUT, BACKFILL PER DETAIL U202	524	LF	\$ 81.55	\$ 42,732.20
VI-19	COD NCTCOG AM ITEM 501.17	10" SDR-26 PVC WASTEWATER PIPE INSTALLED BY OPEN CUT, BACKFILL PER DETAIL U201	920	LF	\$ 70.00	\$ 64,400.00
VI-20	COD NCTCOG AM ITEM 501.17	10" SDR-26 PVC WASTEWATER PIPE INSTALLED BY OPEN CUT, BACKFILL PER DETAIL U202	888	LF	\$ 68.00	\$ 60,384.00
VI-21	COD NCTCOG AM ITEM 501.17	8" C-900 DR-25 PVC WASTEWATER PIPE INSTALLED BY OPEN CUT, BACKFILL PER DETAIL U201	121	LF	\$ 70.25	\$ 8,500.25
VI-22	COD NCTCOG AM ITEM 501.17	8" C-900 DR-25 PVC WASTEWATER PIPE INSTALLED BY OPEN CUT, BACKFILL PER DETAIL U202	55	LF	\$ 67.25	\$ 3,698.75
VI-23	COD NCTCOG AM ITEM 501.17	8" SDR-26 PVC WASTEWATER PIPE INSTALLED BY OPEN CUT, BACKFILL PER DETAIL U201	67	LF	\$ 75.25	\$ 5,041.75
VI-24	COD NCTCOG AM ITEM 501.17	8" SDR-26 PVC WASTEWATER PIPE INSTALLED BY OPEN CUT, BACKFILL PER DETAIL U202	240	LF	\$ 65.25	\$ 15,660.00
VI-25	COD NCTCOG AM ITEM 501.17	8" SDR-35 PVC WASTEWATER PIPE INSTALLED BY OPEN CUT, BACKFILL PER DETAIL U201	484	LF	\$ 56.05	\$ 27,128.20
VI-26	COD NCTCOG AM ITEM 501.17	8" SDR-35 PVC WASTEWATER PIPE INSTALLED BY OPEN CUT, BACKFILL PER DETAIL U202	785	LF	\$ 52.05	\$ 40,859.25
VI-27	COD NCTCOG AM ITEM 502.1-A	4' DIA CONCRETE MANHOLE, STANDARD OR DROP (0'-6')	4	EA	\$ 5,925.00	\$ 23,700.00
VI-28	COD NCTCOG AM ITEM 502.1-A	EXTRA DEPTH OF 4' DIA CONCRETE MANHOLE (OVER INITIAL 6')	16	VF	\$ 300.00	\$ 4,800.00
VI-29	COD NCTCOG AM ITEM 502.1-A	5' DIA CONCRETE MANHOLE, STANDARD OR DROP, INCLUDING WATERTIGHT LIDS AND VENTS WHERE SPECIFIED (0'-6')	23	EA	\$ 6,517.00	\$ 149,891.00
VI-30	COD NCTCOG AM ITEM 502.1-A	EXTRA DEPTH OF 5' DIA CONCRETE MANHOLE (OVER INITIAL 6')	221	VF	\$ 100.00	\$ 22,100.00
VI-31	COD NCTCOG AM ITEM 502.10.4	6" SANITARY SEWER SERVICES	14	EA	\$ 1,700.00	\$ 23,800.00
VI-32	COD NCTCOG AM ITEM 502.12.4	CONNECT TO EXISTING MANHOLE BY CORING	2	EA	\$ 2,250.00	\$ 4,500.00
TOTAL UNIT VI						\$ 696,006.30

UNIT VII - WATER SYSTEM IMPROVEMENTS						
ITEM	SPEC. NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
VII-1	COD NCTCOG AM ITEM W05	REMOVE FIRE HYDRANT	6	EA	\$ 500.00	\$ 3,000.00
VII-2	COD NCTCOG AM ITEM W06	REMOVE AND SALVAGE GATE VALVE	33	EA	\$ 400.00	\$ 13,200.00
VII-3	COD NCTCOG AM ITEM W04	CUT AND PLUG EXISTING WATER LINES	66	EA	\$ 1,500.00	\$ 99,000.00
VII-4	COD NCTCOG AM ITEM 107.19.3	EXCAVATION SAFETY (TRENCH SAFETY) (WATER SYSTEM)	17,531	LF	\$ 0.25	\$ 4,382.75
VII-5	COD NCTCOG AM ITEM 503.3	36"X1/2" THICK STEEL CASING INSTALLED BY BORE	95	LF	\$ 563.00	\$ 53,485.00
VII-6	COD NCTCOG AM ITEM 505	36"X3/8" THICK STEEL CASING INSTALLED BY OPEN CUT	57	LF	\$ 165.00	\$ 9,405.00
VII-7	COD NCTCOG AM ITEM 503.3	30"X1/2" THICK STEEL CASING INSTALLED BY BORE	30	LF	\$ 525.00	\$ 15,750.00
VII-8	COD NCTCOG AM ITEM 503.3	24"X3/8" THICK STEEL CASING INSTALLED BY BORE	125	LF	\$ 319.00	\$ 39,875.00
VII-9	COD NCTCOG AM ITEM 505	24"X3/8" THICK STEEL CASING INSTALLED BY OPEN CUT	215	LF	\$ 89.00	\$ 19,135.00
VII-10	COD NCTCOG AM ITEM 503.1	20" SPECIAL CLASS 53 DIP WATER LINE INSTALLED IN CASING	95	LF	\$ 223.00	\$ 21,185.00
VII-11	COD NCTCOG AM ITEM 503.3	18"X3/8" THICK STEEL CASING INSTALLED BY BORE	178	LF	\$ 265.50	\$ 47,259.00
VII-12	COD NCTCOG AM ITEM 505	18"X3/8" THICK STEEL CASING INSTALLED BY OPEN CUT	396	LF	\$ 83.25	\$ 32,967.00
VII-13	COD NCTCOG AM ITEM 503.1	18" SPECIAL CLASS 52 DIP REUSE LINE INSTALLED IN CASING	82	LF	\$ 696.75	\$ 57,133.50
VII-14	COD NCTCOG AM ITEM 503.1	16" SPECIAL CLASS 52 DIP WATER LINE INSTALLED IN CASING	44	LF	\$ 197.00	\$ 8,668.00
VII-15	COD NCTCOG AM ITEM 503.1	12" C-900 DR-14 PVC WATER LINE INSTALLED IN CASING	530	LF	\$ 91.00	\$ 48,230.00
VII-16	COD NCTCOG AM ITEM 503.1	8" C-900 DR-14 PVC WATER LINE INSTALLED IN CASING	303	LF	\$ 64.75	\$ 19,619.25

VII-17	COD NCTCOG AM ITEM 504.5	CONCRETE ENCASEMENT OF WATER LINES	230	LF	\$ 45.00	\$ 10,350.00
VII-18	COD NCTCOG AM ITEM 501.14	20" SPECIAL CLASS 52 DIP WATER LINE INSTALLED BY OPEN CUT, BACKFILL PER DETAIL U201	111	LF	\$ 294.50	\$ 32,689.50
VII-19	COD NCTCOG AM ITEM 501.14	20" SPECIAL CLASS 52 DIP WATER LINE INSTALLED BY OPEN CUT, BACKFILL PER DETAIL U202	156	LF	\$ 292.50	\$ 45,630.00
VII-20	COD NCTCOG AM ITEM 501.14	18" SPECIAL CLASS 52 DIP REUSE LINE INSTALLED BY OPEN CUT, BACKFILL PER DETAIL U201	108	LF	\$ 172.05	\$ 18,581.40
VII-21	COD NCTCOG AM ITEM 501.14	16" SPECIAL CLASS 52 DIP WATER LINE INSTALLED BY OPEN CUT, BACKFILL PER DETAIL U201	1,112	LF	\$ 118.75	\$ 132,050.00
VII-22	COD NCTCOG AM ITEM 501.14	16"SPECIAL CLASS 52 DIP WATER LINE INSTALLED BY OPEN CUT, BACKFILL PER DETAIL U202	30	LF	\$ 157.50	\$ 4,725.00
VII-23	COD NCTCOG AM ITEM 501.14	12" C-900 DR-14 PVC WATER LINE INSTALLED BY OPEN CUT, BACKFILL PER DETAIL U201	1,406	LF	\$ 55.75	\$ 78,384.50
VII-24	COD NCTCOG AM ITEM 501.14	12" C-900 DR-14 PVC WATER LINE INSTALLED BY OPEN CUT, BACKFILL PER DETAIL U202	10,597	LF	\$ 57.50	\$ 609,327.50
VII-25	COD NCTCOG AM ITEM 501.14	8" C-900 DR-14 PVC WATER LINE INSTALLED BY OPEN CUT, BACKFILL PER DETAIL U201	697	LF	\$ 43.25	\$ 30,145.25
VII-26	COD NCTCOG AM ITEM 501.14	8" C-900 DR-14 PVC WATER LINE INSTALLED BY OPEN CUT, BACKFILL PER DETAIL U202	830	LF	\$ 44.25	\$ 36,727.50
VII-27	COD NCTCOG AM ITEM 501.14	6" C-900 DR-14 PVC WATER LINE INSTALLED BY OPEN CUT, BACKFILL PER DETAIL U201	190	LF	\$ 52.75	\$ 10,022.50
VII-28	COD NCTCOG AM ITEM 501.14	6" C-900 DR-14 PVC WATER LINE INSTALLED BY OPEN CUT, BACKFILL PER DETAIL U202	125	LF	\$ 54.75	\$ 6,843.75
VII-29	COD NCTCOG AM ITEM 502.6.2	20" GATE VALVE, VAULT AND BOX	5	EA	\$ 17,308.00	\$ 86,540.00
VII-30	COD NCTCOG AM ITEM 502.6.2	16" GATE VALVE, VAULT AND BOX	5	EA	\$ 10,165.00	\$ 50,825.00
VII-31	COD NCTCOG AM ITEM 502.6.2	12" GATE VALVE AND BOX	28	EA	\$ 2,835.00	\$ 79,380.00
VII-32	COD NCTCOG AM ITEM 502.6.2	8" GATE VALVE AND BOX	27	EA	\$ 1,744.00	\$ 47,088.00
VII-33	COD NCTCOG AM ITEM 502.6.2	6" GATE VALVE AND BOX (EXCLUDING FIRE HYDRANT ASSEMBLIES)	14	EA	\$ 1,361.00	\$ 19,054.00
VII-34	COD NCTCOG AM ITEM 502.6.2	4" GATE VALVE AND BOX	5	EA	\$ 1,066.00	\$ 5,330.00
VII-35	COD NCTCOG AM ITEM W01	12"X12" TAPPING SLEEVE AND VALVE	2	EA	\$ 8,818.00	\$ 17,636.00
VII-36	COD NCTCOG AM ITEM W01	8"X8" TAPPING SLEEVE AND VALVE	4	EA	\$ 4,999.00	\$ 19,996.00
VII-37	COD NCTCOG AM ITEM 501.7	6" DUCTILE IRON PIPE	29	LF	\$ 98.00	\$ 2,842.00
VII-38	COD NCTCOG AM ITEM 502.3	NEW FIRE HYDRANT ASSEMBLIES	14	EA	\$ 4,254.00	\$ 59,556.00
VII-39	COD NCTCOG AM ITEM 502.3	RESET & RECONNECT TO EXISTING FIRE HYDRANT ASSEMBLIES	4	EA	\$ 1,800.00	\$ 7,200.00
VII-40	COD NCTCOG AM ITEM 502.10.3-A	RELOCATE EXISTING WATER METER VAULT AND ALL ASSOCIATED APPURTENANCES	1	EA	\$ 3,600.00	\$ 3,600.00
VII-41	COD NCTCOG AM ITEM 502.10.3-A	WATER SERVICES, ALL SIZES	14	EA	\$ 2,576.00	\$ 36,064.00
VII-42	COD NCTCOG AM ITEM 502.10.3-A	WATER METER, ALL SIZES	12	EA	\$ 2,100.00	\$ 25,200.00
VII-43	COD NCTCOG AM ITEM 502.6.3	COMBINATION AIR AND VACUUM AIR RELEASE VALVE ASSEMBLY - 2"	1	EA	\$ 4,350.00	\$ 4,350.00
VII-44	COD NCTCOG AM ITEM 502.6.3	COMBINATION AIR AND VACUUM AIR RELEASE VALVE ASSEMBLY - 1"	5	EA	\$ 2,982.00	\$ 14,910.00
					<b>TOTAL UNIT VII</b>	\$ 1,987,342.40



UNIT VIII - ENVIRONMENTAL						
ITEM	SPEC. NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
VIII-1	COD NCTCOG AM ITEM 201	STORM WATER POLLUTION PREVENTION PLAN	1	LS	\$ 1,500.00	\$ 1,500.00
VIII-2	COD NCTCOG AM ITEM 201	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	45,949	LF	\$ 1.45	\$ 66,626.05
VIII-3	COD NCTCOG AM ITEM 201	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	45,949	LF	\$ 0.40	\$ 18,379.60
VIII-4	COD NCTCOG AM ITEM 201	BIODEG EROSION CONTROL LOGS (INSTALL) (12") (INLET PROTECTION)	2,095	LF	\$ 3.70	\$ 7,751.50
VIII-5	COD NCTCOG AM ITEM 201	CONSTRUCTION EXITS (TY I) (INSTALL)	6,111	SY	\$ 12.00	\$ 73,332.00
VIII-6	COD NCTCOG AM ITEM 201	CONSTRUCTION EXITS (TY I) (REMOVE)	6,111	SY	\$ 7.75	\$ 47,360.25
VIII-8	COD NCTCOG AM ITEM 201	ROCK FILTER DAM (TY 2)	40	LF	\$ 35.00	\$ 1,400.00
VIII-9	COD NCTCOG AM ITEM 201	ROCK FILTER DAM (TY 3)	227	LF	\$ 40.00	\$ 9,080.00
					<b>TOTAL UNIT VIII</b>	<b>\$ 225,429.40</b>

UNIT IX - TRAFFIC SIGNALS						
ITEM	SPEC. NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
IX-1	TxDOT ITEM 681	MCKINNEY STREET TEMPORARY TRAFFIC SIGNAL	1	EA	\$ 82,000.00	\$ 82,000.00
IX-2	TxDOT ITEM 681	UNIVERSITY DRIVE TEMPORARY TRAFFIC SIGNAL	1	EA	\$ 85,000.00	\$ 85,000.00
IX-3	TxDOT ITEM 680	SALVAGE EXISTING TRAFFIC SIGNAL EQUIPMENT (ALL INTERSECTIONS)	1	LS	\$ 53,000.00	\$ 53,000.00
IX-4	TxDOT ITEM 680	SPENCER ROAD TRAFFIC SIGNAL	1	LS	\$ 170,000.00	\$ 170,000.00
IX-5	TxDOT ITEM 680	MORSE STREET TRAFFIC SIGNAL	1	LS	\$ 141,000.00	\$ 141,000.00
IX-6	TxDOT ITEM 680	MCKINNEY STREET TRAFFIC SIGNAL	1	LS	\$ 21,000.00	\$ 21,000.00
IX-7	TxDOT ITEM 680	MILLS ROAD TRAFFIC SIGNAL	1	LS	\$ 133,000.00	\$ 133,000.00
IX-8	TxDOT ITEM 680	RUSSELL NEWMAN TRAFFIC SIGNAL	1	LS	\$ 128,000.00	\$ 128,000.00
IX-9	TxDOT ITEM 680	UNIVERSITY DRIVE TRAFFIC SIGNAL	1	LS	\$ 117,000.00	\$ 117,000.00
					<b>TOTAL UNIT IX</b>	\$ 930,000.00

BID ALTERNATE 1						
ITEM	SPEC. NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A1-1	TXDOT 360	CONTINUOUSLY REINFORCED CONCRETE PAVEMENT (12")	(139,391)	SY	\$ 48.96	\$ (6,824,583.36)
A1-2	TXDOT 360	CONTINUOUSLY REINFORCED CONCRETE PAVEMENT (10")	139,391	SY	\$ 47.00	\$ 6,551,377.00
					<b>TOTAL BID ALT 1</b>	\$ (273,206.36)

TOTAL UNIT I	<del>\$</del> 20,836,310.96
TOTAL UNIT II	\$ 2,389,144.42
TOTAL UNIT III	\$ 495,995.76
TOTAL UNIT IV	\$ 466,150.00
TOTAL UNIT V	\$ 7,851,035.28
TOTAL UNIT VI	\$ 696,006.30
TOTAL UNIT VII	\$ 1,987,342.40
TOTAL UNIT VIII	\$ 225,429.40
TOTAL UNIT IX	\$ 930,000.00
TOTAL BASE BID	<del>\$</del> 35,877,414.52
TOTAL BID ALTERNATE 1	\$ (273,206.36)

## BID SUMMARY

TOTAL BASE BID \$ 35,877,414.52

TOTAL BASE BID IN WORDS:

thirty five million eight hundred seventy seven thousand

four hundred fourteen dollars and fifty two cents

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

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.

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

Addendum No. 1 dated April 12, 2017

Received

*John Abiassi*

Addendum No. 2 dated April 20, 2017

Received

*John Abiassi*

Addendum No. 3 dated May 8, 2017

Received

*John Abiassi Vice President*

Addendum No. 4 dated \_\_\_\_\_

Received \_\_\_\_\_

Addendum No. 5 dated \_\_\_\_\_

Received \_\_\_\_\_

**Zachry Construction Corporation**

CONTRACTOR

BY

*John Abiassi*

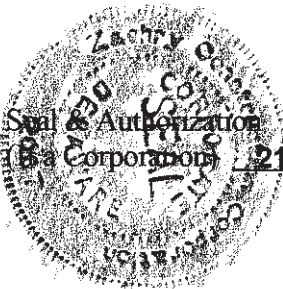
**Mr. Jean J. Abiassi, P.E., President and Chief Operating Officer**

**2330 N Loop 1604 W**

Street Address

**San Antonio, Texas**

City and State



**210.871.3232**

Telephone

**jean.abiassi@zachrycorp.com**

E-mail

**VENDOR COMPLIANCE TO STATE LAW**

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

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

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

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

BIDDER:

Zachry Construction Corporation

COMPANY

BY

Mr. Jean J. Abiassi, P.E.

2330 N Loop 1604 W

Street Address

San Antonio, Texas 78248-4512

City and State

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

**CONFLICT OF INTEREST QUESTIONNAIRE -****FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

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

**Zachry Construction Corporation**

**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.

Not Applicable

Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

Yes

☐

No

D. Describe each employment or business and family relationship with the local government officer named in this section.

**4** ☐ I have no Conflict of Interest to disclose.

**5**

Signature of vendor doing business with the governmental entity

Date

**Mr. Jean J. Abiassi, P.E., President and Chief Operating Officer**

CIQ-1

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we,

Zachry Construction Corporationas Principal, (hereinafter called the "Principal"), and Zurich American Insurance Company, a corporation duly organized under the laws  
of the State of New York, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto  
City of Denton, Texasas Oblige, (hereinafter called the "Obligee"), in the sum of Five Percent of the Bid SubmittedDollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal  
and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,  
firmly by these presents.WHEREAS, the Principal has submitted a bid for  
IFB 6839, Mayhill Road Widening and Improvements

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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.

Signed and sealed this 11th day of May A.D., 2017

Jaclyn M. Gelson  
Witness

Zachry Construction Corporation  
Principal  
Jean J. Abiassi (SEAL)  
President & Chief Operating Officer  
Zurich American Insurance Company  
Surety

Deborah L. Jung  
Witness

By Donald E. Miller, Jr. (SEAL)  
Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by Zurich American Insurance Company  
Zurich American Insurance Company

vouches that the language in the document conforms exactly to the language

used in AIA Document A-310, February 1970 Edition.

BID70000ZZ0701f



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

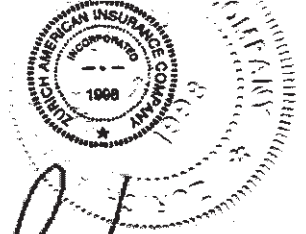
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Michael N. VENSON, Robert B. WRAY, Deborah L. JUNG, S. West WARREN, Catherine M. MARTINEZ, Thomas E. WHITNEY and Donald E. MILLER, JR.**, all of San Antonio, Texas, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of September, A.D. 2016.

ATTEST:

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



By: 

Secretary  
Michael McKibben

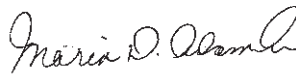


Vice President  
Michael Bond

State of Maryland  
County of Baltimore

On this 26th day of September, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2019



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

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

**CERTIFICATE**

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 11th day of May, 2017.



*Gerald F. Haley*

Gerald F. Haley, Vice President

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

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

**Zurich American Insurance Company  
Fidelity and Deposit Company of Maryland  
Colonial American Casualty and Surety Company**

Home Office: 1400 American Lane, Schaumburg, Illinois 60196

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call the Zurich American Insurance Company, Fidelity and Deposit Company of Maryland or Colonial American Casualty and Surety Company's toll-free telephone number for information or to make a complaint at:

**1-800-654-5155**

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 the premium or about a claim, you should first contact Zurich American Insurance Company, Fidelity and Deposit Company of Maryland or Colonial American Casualty and Surety Company. 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.

## Certificate Of Completion

Envelope Id: 89EC6AE523EF4489B951968895F65E4C

Status: Sent

Subject: City Council Docusign Item - 6389

Source Envelope:

Document Pages: 33

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

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Status: Original

Holder: Karen E. Smith

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6/13/2017 8:27:51 AM

karen.smith@cityofdenton.com

## Signer Events

Karen E. Smith

karen.smith@cityofdenton.com

Interim Purchasing Manager

City of Denton

Security Level: Email, Account Authentication (Optional)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jean Abiassi

Jean.Abiassi@Zachrycorp.com

President & COO

Security Level: Email, Account Authentication (Optional)

### Electronic Record and Signature Disclosure:

Accepted: 6/14/2017 8:36:53 AM

ID: 8ed4db18-2919-46c5-85df-3735d7738ea1

Jennifer DeCurtis

jennifer.decurtis@cityofdenton.com

Deputy City Attorney

City of Denton

Security Level: Email, Account Authentication (Optional)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Julia Winkley

julia.winkley@cityofdenton.com

Contracts Administration Supervisor

City of Denton

Security Level: Email, Account Authentication (Optional)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Todd Hileman

todd.hileman@cityofdenton.com

Security Level: Email, Account Authentication (Optional)

## Signature

**Completed**

Using IP Address: 129.120.6.150

DocuSigned by:  
*Jean Abiassi*  
88588257EEA2447...

Using IP Address: 12.68.242.131

Signed using mobile

DocuSigned by:  
*Jennifer W. Decurtis*  
5972538AC4584B9...

Using IP Address: 129.120.6.150

## Timestamp

Sent: 6/13/2017 8:31:05 AM

Viewed: 6/13/2017 8:31:18 AM

Signed: 6/13/2017 8:31:56 AM

Sent: 6/13/2017 8:31:59 AM

Resent: 6/13/2017 4:12:21 PM

Resent: 6/15/2017 10:30:39 AM

Resent: 6/20/2017 12:49:42 PM

Viewed: 6/14/2017 8:36:53 AM

Signed: 6/20/2017 1:15:14 PM

Sent: 6/20/2017 1:15:17 PM

Viewed: 6/20/2017 1:57:16 PM

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Sent: 6/20/2017 1:57:31 PM

Viewed: 6/20/2017 3:20:34 PM

Signer Events	Signature	Timestamp
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**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:**  
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Julia Winkley  
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 Contracts Administration Supervisor  
 City of Denton  
 Security Level: Email, Account Authentication (Optional)

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Sherri Thurman  
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 Security Level: Email, Account Authentication (Optional)

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Jane Richardson  
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Robin Fox  
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 Accepted: 10/9/2015 1:39:51 PM  
 ID: 04463961-03db-4c4d-9228-d660d6146ed6

Jennifer Bridges  
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Carbon Copy Events	Status	Timestamp
Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Noreen Housewright noreen.housewright@cityofdenton.com Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Annie Bunger annie.bunger@cityofdenton.com Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/20/2017 1:57:31 PM
Payment Events	Status	Timestamps
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**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

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