

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND CONDIE CONSTRUCTION COMPANY, INC.
(IFB 6576)**

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 CONDIE CONSTRUCTION COMPANY, INC., 53 NORTH 1650 WEST, SPRINGVILLE, UT 84663 of the City of Springville, County of Utah, and State of Utah, 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 #6576 – CONSTRUCTION OF COOPER CREEK INTERCEPTOR I & II

in the amount of Three Million, One Hundred Thirty-Seven, Four Hundred Ninety-Six and 00/100 Dollars (\$3,137,496.00) 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

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.

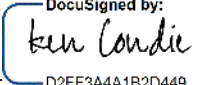
By executing this Agreement below in conformance with Sec. 2270 of the Texas Government Code, the Supplier verifies that the Supplier: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

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:
CONDIE CONSTRUCTION COMPANY

BY:  DocuSigned by:
D2FF3A4A1B2D449...
AUTHORIZED AGENT

Ken Condie

NAME

president

TITLE

8014893070

PHONE NUMBER

Ken@condieconstruction.com

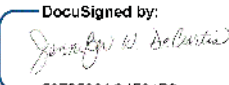
EMAIL ADDRESS

2017-280936

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

 DocuSigned by:
5972538AC4584E9...

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.

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**IFB 6576 - Pricing Sheet for Construction of Cooper Creek Interceptor I & II**

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

I	Respondent's Name:	Condie Construction Co., Inc.			
II	Principal Place of Business (City and State)	Springville, Utah			
III	Respondent is a Corporation, Partnership, sole Proprietorship, Individual?	Corporation			
IV	Total calendar days after Notice to Proceed is issued by City for substantial completion (Maximum of 270):	240			
V	Total calendar days after Notice to Proceed is issued by City for project start:	10			
Proposal Pricing:					
Item	Description	Quantity	Unit	Unit Price	Total
1	Surety Bonds	1	LS	42,500.00	\$ 42,500.00
2	Project Signs	2	EA	\$ 650.00	\$ 1,300.00
3	General Site Preparation	1	LS	\$ 95,500.00	\$ 95,500.00
4	Barricades, Warning Signs and Detours	1	LS	\$ 14,500.00	\$ 14,500.00
5	Excavation Protection	7555	LF	\$ 1.00	\$ 7,555.00
6	Temporary Erosion Control	1	LS	\$ 28,000.00	\$ 28,000.00
7	5' I.D. Concrete Manhole (0-6 ft deep)	22	EA	\$ 5,750.00	\$ 126,500.00
8	6' I.D. Concrete Manhole (0-6 ft deep)	2	EA	\$ 7,900.00	\$ 15,800.00
9	Manhole Drop	3	EA	\$ 3,100.00	\$ 9,300.00
10	Manhole Vent	5	EA	\$ 2,800.00	\$ 14,000.00
11	Manhole Lining	24	VF	\$ 248.00	\$ 5,952.00
12	Additional Concrete Manhole Depth (>6 ft deep)	237	VF	\$ 308.00	\$ 72,996.00
13	5' I.D. Fiberglass Manhole (0-6 ft deep)	1	EA	\$ 10,800.00	\$ 10,800.00
14	Additional Fiberglass Manhole Depth (>6 ft deep)	9	VF	\$ 545.00	\$ 4,905.00
15	Tee-Base Manhole	10	EA	40,000.00	\$ 400,000.00
16	Core into Existing Manhole	2	EA	\$ 2,800.00	\$ 5,600.00
17	8" Sanitary Sewer Unpaved	210	LF	\$ 49.00	\$ 10,290.00
18	10" Sanitary Sewer Unpaved	53	LF	\$ 100.00	\$ 5,300.00
19	12" Sanitary Sewer with Pavement Repair	64	LF	\$ 112.00	\$ 7,168.00
20	15" Sanitary Sewer Unpaved	383	LF	\$ 53.00	\$ 20,299.00
21	18" Sanitary Sewer Unpaved	156	LF	\$ 61.00	\$ 9,516.00
22	30" Sanitary Sewer Unpaved	4970	LF	129.00	\$ 641,130.00
23	30" Sanitary Sewer with Pavement Repair	22	LF	\$ 249.00	\$ 5,478.00
24	84" Sanitary Sewer Unpaved	1697	LF	533.00	\$ 904,501.00
25	30" Sanitary Sewer in Casing	400	LF	177.00	\$ 70,800.00
26	42" Steel Casing / Tunnel Liner Plate by Tunnel	400	LF	\$ 617.00	\$ 246,800.00
27	Cut and Plug Existing Sanitary Sewer Line	11	EA	\$ 3,200.00	\$ 35,200.00
28	Abandon Existing Manhole	18	EA	\$ 2,300.00	\$ 41,400.00
29	Remove Existing Manhole	2	EA	\$ 2,100.00	\$ 4,200.00
30	Bypass Pumping	1	LS	\$ 112,000.00	\$ 112,000.00
31	Concrete Encasement	178	LF	\$ 137.00	\$ 24,386.00
32	Gabion Mattress	4600	SF	\$ 11.50	\$ 52,900.00
33	Flexbase (Minimum 2" depth)	720	SF	\$ 1.00	\$ 720.00
34	Loose Stone (Minimum 4" depth)	800	SF	\$ 2.00	\$ 1,600.00

35	Trench Dam	8	EA	\$	700.00	\$	5,600.00
36	Culvert Crossing Sta. 9+33	1	EA	\$	31,000.00	\$	31,000.00
37	Culvert Crossing Sta. 13+47	1	EA	\$	20,000.00	\$	20,000.00
38	Seeding Turf Grass	21000	SY	\$	1.00	\$	21,000.00
39	UPRR Work Authorization	1	LS	\$	11,000.00	\$	11,000.00
	Base Bid Total						3,137,496.00
	Base Bid Total Pricing in typed words						
THREE MILLION ONE HUNDRED THIRTY SEVEN THOUSAND FOUR HUNDRED NINETY SIX DOLLARS NO CENTS							

*NOTE: PLEASE EMAIL THIS EXHIBIT 1 AS AN EXCEL FILE TO EBIDS@CITYOFDENTON.COM

BID SUMMARY

TOTAL BASE BID PRICE IN WORDS:

THREE MILLION ONE HUNDRED TWENTY SEVEN THOUSAND

FOUR HUNDRED NINETY SIX DOLLARS NO 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.

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

Addendum No. 1 dated	<u>10/11/17</u>	Received	<u>[Signature]</u>
Addendum No. 2 dated	<u>11/12/17</u>	Received	<u>[Signature]</u>
Addendum No. 3 dated		Received	
Addendum No. 4 dated		Received	
Addendum No. 5 dated		Received	

CONDIE CONSTRUCTION CO., INC.
CONTRACTOR

BY [Signature]
KEVIN CONDIE / PRESIDENT CEO

53 NORTH 1650 WEST
Street Address

SPRINGVILLE, UTAH 84663
City and State

Seal & Authorization
(If a Corporation) 940-648-2000
Telephone

BRAD@CONDIECONSTRUCTION.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 UTAH (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:

CONDIE CONSTRUCTION Co., Inc.
COMPANY

BY *Ken Condie*

KEN CONDIE / PRESIDENT CEO

53 NORTH 1650 WEST
Street Address

SPRINGVILLE, UTAH 84663
City and State

THIS FORM MUST BE RETURNED WITH YOUR BID.

CONTRACTOR COMPLIANCE TO TEXAS SALES TAX CODE

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

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

\$ 1373257.00

All other charges and costs

\$ 1764239.00

Total

\$ 3137496.00

The total must equal the total amount of the Contract.

CONTRACTOR:

Condie Construction Company

COMPANY

BY

DocuSigned by:

Ken Condie

D2FF3A4A1B2D449...

Ken Condie

53 north 1650 west

Street Address

Springville Utah

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.**

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.

None

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.

None

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

10/16/17

Certificate Of Completion

Envelope Id: 057C37879D124181989A28F6231B6452

Status: Sent

Subject: City Council Docusign Item - 6576 Construction of Cooper Creek Interceptor I & II

Source Envelope:

Document Pages: 21

Signatures: 3

Envelope Originator:

Certificate Pages: 6

Initials: 0

Rebecca Hunter

AutoNav: Enabled

rebecca.hunter@cityofdenton.com

Envelopeld Stamping: Enabled

IP Address: 129.120.6.150

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Rebecca Hunter

Location: DocuSign

11/8/2017 12:59:16 PM

rebecca.hunter@cityofdenton.com

Signer Events

Signature

Timestamp

Rebecca Hunter

Completed

Sent: 11/8/2017 1:10:08 PM

rebecca.hunter@cityofdenton.com

Viewed: 11/8/2017 1:10:21 PM

Assistant Purchasing Manager

Signed: 11/8/2017 1:12:12 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

Ken Condie

DocuSigned by:

D2FF3A4A1B2D449...

Sent: 11/8/2017 1:12:13 PM

Ken@condieconstruction.com

Viewed: 11/8/2017 1:25:11 PM

president

Signed: 11/8/2017 1:33:21 PM

Condie Construction Company

Using IP Address: 174.208.18.190

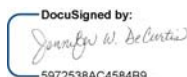
Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:

Accepted: 11/8/2017 1:25:11 PM

ID: 77e4849e-3123-4470-822b-3afef85d8d4

Jennifer DeCurtis

DocuSigned by:

5972538AC4584B9...

Sent: 11/8/2017 1:33:23 PM

jennifer.decurtis@cityofdenton.com

Viewed: 11/8/2017 1:33:50 PM

Deputy City Attorney

Signed: 11/8/2017 1:33:57 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

Julia Winkley

Sent: 11/8/2017 1:33:58 PM

julia.winkley@cityofdenton.com

Viewed: 11/8/2017 1:55:38 PM

Contracts Administration Supervisor

City of Denton

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Todd Hileman

todd.hileman@cityofdenton.com

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:

Accepted: 7/25/2017 9:02:14 AM

ID: 57619fbf-2aec-4b1f-805d-6bd7d9966f21

Signer Events	Signature	Timestamp
Jennifer Walters jennifer.walters@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Brad Miller brad@condieconstruction.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/8/2017 1:12:14 PM
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	COPIED	Sent: 11/8/2017 1:33:23 PM
Sherri Thurman sherri.thurman@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/8/2017 1:33:23 PM
Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Robin Fox Robin.fox@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jennifer Bridges jennifer.bridges@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Annie Bunger Annie.Bunger@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jim Wilder James.wilder@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/8/2017 1:33:58 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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

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 purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, 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.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.