

DocuSign City Council Transmittal Coversheet

IFB	6730
File Name	Asphalt and Concrete Street Sections and Repair Services
Purchasing Contact	Jamie Cogdell
PUB Target Date	N/A
City Council Target Date	May 8, 2018
Contract Value	10,000,000
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND JAGOE-PUBLIC COMPANY
(IFB 6730)**

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 Jagoe-Public Company with the address of P.O. Box 250 of the City of Denton, County of Denton, and State of Texas, hereinafter termed "CONTRACTOR."

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

IFB #6730 – Construction of Asphalt and Concrete Street Sections and Repairs

in the amount of Ten Million 00/100 Dollars (\$10,000,000.00) 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), Specifications, Pricing Sheet and Instructions to Bidders, as referenced herein and on file in the office of the Purchasing Agent.

CONTRACT TERM

The contract term will be for a one (1) year period. The contract shall commence upon the issuance of a Notice of Award by the City of Denton.

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 \$10,000,000 before work is to commence. 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 projects are 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 cause by such delay, the City 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 TWO HUNDRED FIFTY DOLLARS (\$250.00) per task or project 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 penalty; if the amount due and to become due from the City to the Contractor is insufficient to pay in full any such liquidated damages, the Contractor shall pay to the City the amount necessary to effect such payment in full: Provided, however, that the City shall promptly notify the Contractor in writing of the manner in which the amount retained, deducted or claimed as liquidated damages was computed. Liquidated Damages are further discussed in Exhibit B, Section 33 B of the General Provisions, Terms and Conditions.

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.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

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
JAGOE-PUBLIC CO.

BY:  _____
DocuSigned by:
Billy Cheek
DATE: 03/09/2016 10:00:00 AM
AUTHORIZED AGENT
Billy Cheek

NAME
Executive Vice President


TITLE
9403822581

PHONE NUMBER
billy.cheek@jagoepublic.com

EMAIL ADDRESS

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

 _____
DocuSigned by:
Larry Collister
38A6D90FD93B4AB...

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

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 A

IFB #6730, Asphalt and Concrete Street Sections and Repair Services

This exhibit establishes the process whereby individual asphalt and concrete street section construction projects will be initiated. It is a general outline of the steps to be taken in setting project construction schedules and establishing project prices. The steps are generally in order of occurrence; however, nothing herein precludes the parties from agreeing to an amended approach for any given project.

1. The starting point for the process shall be when the project plans are delivered to the contractor by Streets Division with indication of a preferred start date. The preferred start date shall not be less than 30 work days from the date the plans are delivered to the contractor. Longer planning periods are permissible. Project plans shall include a list of owner furnished material and projected dates of availability and a status of the site preparation. Streets Division and the contractor will coordinate, to the extent feasible, in the development phases of projects to better facilitate planning for both parties. Benefits could be realized in long range budget forecasting, better project timing, constructability planning, and in coordinating and optimizing contractor resources and availability.
2. The contractor shall acknowledge receipt of the plans, indicate acceptance of the planned start date or propose an alternate start date, and shall propose a preconstruction conference to discuss the project. The preconstruction conference shall be scheduled not less than 14 work days before the preferred start date.
3. At the preconstruction conference, the following actions are expected:
 - a. The contractor shall provide:
 - 1) A formal estimate of the cost based on the contract unit costs in force at the time of the notice based on the units shown on the project plans
 - 2) A proposed time to be allowed for construction at the preconstruction conference
 - 3) A project plan for the construction
 - 4) A list of classification and quantity of expected personnel that will be assigned to the project
 - 5) A list of the type and quantity of expected equipment that will be assigned to the project
 - 6) Indicate a date when bonds may be expected to be received by Purchasing
 - 7) Raise any issues of concern
 - b. City street department shall provide:
 - 1) Revised project plans, if any
 - 2) A description of the project and constraints and answer questions

Exhibit A

- 3) An updated list of owner furnished materials and projected dates of availability if there have been any changes from the initial list
 - 4) An estimate of cost based on the units shown on the plans
 - 5) An update to the status of site preparation if there have been any changes
 - 6) Raise any issues of concern
 - c. Jointly, both parties shall (some items may require additional time after the preconstruction conference for resolution. Resolution must be achieved before the purchase order can be issued):
 - 1) Review the project plan
 - 2) Attempt to arrive at a final cost estimate
 - 3) Establish a formal project start for mobilization
 - 4) Establish a formal project time for construction
 - 5) Attempt to resolve concerns on all issues or agree on a process and time for resolving issues
3. After a formal start date and pricing are established:
- a. Streets department will enter the requisition for the purchase order based on the agreed pricing.
 - b. The contractor shall provide bonds to Purchasing for projects in excess of \$1,000,000.
 - c. Purchasing shall acknowledge receipt of bonds via email to the contractor and Street department.
 - d. Purchasing shall issue the purchase order with 5% retainage which shall serve as the official notice to proceed.

6730 Pricing for ASPHALT & CONCRETE STREET SECTIONS AND REPAIR SERVICES**Services Pricing:**

ITEM	EST. ANNUAL	UOM	Type of Service Requested	Unit Price	Extended Price
1	3,500	SY	Excavate 4" Dirt 0 to 499 SY	\$9.60	\$33,600.00
2	3,500	SY	Excavate 4" Dirt 500 to 2000 SY	\$9.00	\$31,500.00
3	3,500	SY	Excavate 4" Dirt 2001 to 5000 SY	\$8.80	\$30,800.00
4	3,500	SY	Place 4" and Compact Type 1 5/8" Down Flex Base 0 to 499 SY	\$15.50	\$54,250.00
5	3,500	SY	Place 4" and Compact Type 1 5/8" Down Flex Base 500 to 2000 SY	\$14.50	\$50,750.00
6	3,500	SY	Place 4" and Compact Type 1 5/8" Down Flex Base 2001 to 5000 SY	\$13.30	\$46,550.00
7	3,500	SY	Cut and Remove 4" Concrete Sidewalk 0 to 499 SY	\$48.50	\$169,750.00
8	3,500	SY	Cut and Remove 4" Concrete Sidewalk- 500 to 2000 SY	\$48.25	\$168,875.00
9	3,500	SY	Cut and Remove 4" Concrete Sidewalk 2001 to 5000 SY	\$48.20	\$168,700.00
10	3,500	SY	Replace 4" Concrete Sidewalk 0 to 499 SY	\$63.25	\$221,375.00
11	3,500	SY	Replace 4" Concrete Sidewalk- 500 to 2000 SY	\$62.25	\$217,875.00
12	3,500	SY	Replace 4" Concrete Sidewalk-2001 to 5000 SY	\$60.25	\$210,875.00
13	2,500	SY	Cut and Remove 5" Concrete Sidewalk 0 to 499	\$47.00	\$117,500.00
14	2,500	SY	Cut and Remove 5" Concrete Sidewalk - 500 to 2000 SY	\$46.50	\$116,250.00
15	2,500	SY	Cut and Remove 5" Concrete Sidewalk- 2001 to 5000 SY	\$46.30	\$115,750.00
16	2,500	SY	Replace 5" Concrete Sidewalk 0 to 499 SY	\$67.50	\$168,750.00
17	2,500	SY	Replace 5" Concrete Sidewalk- 500 to 2000 SY	\$66.00	\$165,000.00
18	2,500	SY	Replace 5" Concrete Sidewalk-2001 to 5000 SY	\$65.50	\$163,750.00
19	3,500	SY	Cut and Remove 6" Concrete Sidewalk(with Steel) 0 to 500 SY	\$47.00	\$164,500.00
20	3,500	SY	Cut and Remove 6" Concrete Sidewalk(with Steel) 501 to 2000 SY	\$46.75	\$163,625.00
21	3,500	SY	Cut and Remove 6" Concrete Sidewalk(with Steel) 2001 to 5000 SY	\$46.50	\$162,750.00
22	3,500	SY	Replace 6" Concrete Sidewalk(with Steel) 0 to 500 SY	\$70.00	\$245,000.00
23	3,500	SY	Replace 6" Concrete Sidewalk(with Steel) 501 to 2000 SY	\$67.75	\$237,125.00
24	3,500	SY	Replace 6" Concrete Sidewalk(with Steel) 2001 to 5000 SY	\$66.00	\$231,000.00
25	3,500	SY	Concrete Patterned (Medians)	\$122.00	\$427,000.00
26	100	EA	Cut and Remove 5' Type 1A Wheel Chair Ramp	\$700.00	\$70,000.00
27	100	EA	Replace 5' Type 1A Wheel Chair Ramp	\$1,400.00	\$140,000.00
28	100	EA	Cut and Remove 8' Type 1A Wheel Chair Ramp	\$800.00	\$80,000.00
29	100	EA	Replace 8' Type 1A Wheel Chair Ramp	\$1,800.00	\$180,000.00
30	100	EA	Cut and Remove 10' Type 1A Wheel Chair Ramp	\$900.00	\$90,000.00
31	100	EA	Replace 10' Type 1A Wheel Chair Ramp	\$1,900.00	\$190,000.00
32	100	SY	Cut and Replace 8' Valley Gutter	\$50.00	\$5,000.00
33	100	SY	Replace 8' Valley Gutter	\$77.00	\$7,700.00
34	100	SY	Cut and Remove 10' Valley Gutter	\$60.00	\$6,000.00
35	100	SY	Replace 10' Valley Gutter	\$86.00	\$8,600.00
36	1,500	SY	Cut and Remove 6" Concrete Pavement-500 to 2000 SY	\$50.00	\$75,000.00
37	4,000	SY	Cut and Remove 6" Concrete Pavement-2001 to 5000 SY	\$49.00	\$196,000.00
38	5,000	SY	Cut and Remove 6" Concrete Pavement 5001 to 8000 SY	\$48.00	\$240,000.00
39	1,500	SY	Replace 6" Concrete Pavement-500 to 2000 SY	\$71.00	\$106,500.00
40	4,000	SY	Replace 6" Concrete Pavement-2001 to 5000 SY	\$69.00	\$276,000.00
41	5,000	SY	Replace 6" Concrete Pavement 5001 to 8000 SY	\$60.50	\$302,500.00
42	1,000	SY	Cut and Remove 8" Concrete Pavement-500 to 2000 SY	\$61.00	\$61,000.00
43	3,500	SY	Cut and Remove 8" Concrete Pavement-2001 to 5000 SY	\$60.00	\$210,000.00
44	5,000	SY	Cut and Remove 8" Concrete Pavement 5001 to 8000 SY	\$58.00	\$290,000.00
45	1,000	SY	Replace 8" Concrete Pavement-500 to 2000 SY	\$72.00	\$72,000.00
46	3,500	SY	Replace 8" Concrete Pavement-2001 to 5000 SY	\$71.50	\$250,250.00
47	5,000	SY	Replace 8" Concrete Pavement 5001 to 8000 SY	\$71.00	\$355,000.00
48	1,500	SY	Cut and Remove 10" Concrete Pavement-500 to 2000 SY	\$68.00	\$102,000.00
49	4,000	SY	Cut and Remove 10" Concrete Pavement-2001 to 5000 SY	\$67.00	\$268,000.00

6730 Pricing for ASPHALT & CONCRETE STREET SECTIONS AND REPAIR SERVICES

50	5,000	SY	Cut and Remove 10" Concrete Pavement 5001 to 8000 SY	\$66.50	\$332,500.00
51	1,500	SY	Replace 10" Concrete Pavement-500 to 2000 SY	\$86.00	\$129,000.00
52	4,000	SY	Replace 10" Concrete Pavement-2001 to 5000 SY	\$85.00	\$340,000.00
53	5,000	SY	Replace 10" Concrete Pavement 5001 to 8000 SY	\$84.00	\$420,000.00
54	4,500	LF	Cut and Remove 24" Curb and Gutter 0 to 499 LF	\$14.00	\$63,000.00
55	4,500	LF	Cut and Remove 24" Curb and Gutter 500 to 2000 LF	\$13.90	\$62,550.00
56	4,500	LF	Cut and Remove 24" Curb and Gutter-2001 to 5000 LF	\$13.80	\$62,100.00
57	4,500	LF	Cut and Remove 30" Surmountable Curb and Gutter 0 to 500 LF	\$16.50	\$74,250.00
58	4,500	LF	Cut and Remove 30" Surmountable Curb and Gutter 501 to 2000 LF	\$16.40	\$73,800.00
59	4,500	LF	Cut and Remove 30" Surmountable Curb and Gutter 2001 to 5000 LF	\$16.30	\$73,350.00
60	4,500	LF	Replace 24" Curb and Gutter 0 to 500 LF	\$35.00	\$157,500.00
61	1,800	LF	Replace 24" Curb and Gutter-501 to 2000 LF	\$34.00	\$61,200.00
62	4,500	LF	Replace 24" Curb and Gutter-2001 to 5000 LF	\$33.00	\$148,500.00
63	4,500	LF	Replace 30" Curb and Gutter 0 to 500 LF	\$37.00	\$166,500.00
64	4,500	LF	Replace 30" Curb and Gutter 501 to 2000 LF	\$35.00	\$157,500.00
65	4,500	LF	Replace 30" Curb and Gutter 2001 to 5000 LF	\$35.00	\$157,500.00
66	2,000	SY	Cut and Remove 2" Asphalt-500 to 2000 SY	\$5.50	\$11,000.00
67	5,000	SY	Cut and Remove 2" Asphalt-2001 to 5000 SY	\$2.50	\$12,500.00
68	5,000	SY	Cut and Remove 2" Asphalt 5001 to 8000 SY	\$2.20	\$11,000.00
69	2,000	SY	Replace 2" Asphalt-500 to 2000 SY	\$9.00	\$18,000.00
70	5,000	SY	Replace 2" Asphalt-2001 to 5000 SY	\$7.40	\$37,000.00
71	5,000	SY	Replace 2" Asphalt 5001 to 8000 SY	\$7.30	\$36,500.00
72	2,000	SY	Cut and Remove 3" Asphalt-500 to 2000 SY	\$5.50	\$11,000.00
73	5,000	SY	Cut and Remove 3" Asphalt-2001 to 5000 SY	\$2.60	\$13,000.00
74	5,000	SY	Cut and Remove 3" Asphalt 5001 to 8000 Sy	\$2.38	\$11,900.00
75	2,000	SY	Replace 3" Asphalt-500 to 2000 SY	\$12.00	\$24,000.00
76	5,000	SY	Replace 3" Asphalt-2001 to 5000 SY	\$10.40	\$52,000.00
77	5,000	SY	Replace 3" Asphalt 5001 to 8000 SY	\$10.25	\$51,250.00
78	1,500	SY	Cut and Remove 4" Asphalt-500 to 2000 SY	\$5.80	\$8,700.00
79	3,500	SY	Cut and Remove 4" Asphalt-2001 to 5000 SY	\$3.00	\$10,500.00
80	5,000	SY	Cut and Remove 4" Asphalt 5001 to 8000 Sy	\$2.70	\$13,500.00
81	1,500	SY	Replace 4" Asphalt-500 to 2000 SY	\$16.00	\$24,000.00
82	3,500	SY	Replace 4" Asphalt-2001 to 5000 SY	\$13.80	\$48,300.00
83	5,000	SY	Replace 4" Asphalt 5001 to 8000 SY	\$13.50	\$67,500.00
84	1,500	SY	Cut and Remove 5" Asphalt-500 to 2000 SY	\$6.60	\$9,900.00
85	3,500	SY	Cut and Remove 5" Asphalt-2001 to 5000 SY	\$3.40	\$11,900.00
86	5,000	SY	Cut and Remove 5" Asphalt 5001 to 8000 SY	\$3.25	\$16,250.00
87	1,500	SY	Replace 5" Asphalt-500 to 2000 SY	\$17.80	\$26,700.00
88	3,500	SY	Replace 5" Asphalt-2001 to 5000 SY	\$15.75	\$55,125.00
89	5,000	SY	Replace 5" Asphalt 5001 to 8000 SY	\$15.25	\$76,250.00
90	1,800	SY	Cut and Remove 6" Asphalt-500 to 2000 SY	\$7.25	\$13,050.00
91	3,500	SY	Cut and Remove 6" Asphalt-2001 to 5000 SY	\$3.80	\$13,300.00
92	5,000	SY	Cut and Remove 6" Asphalt 5001 to 8000 SY	\$3.30	\$16,500.00
93	1,800	SY	Replace 6" Asphalt-500 to 2000 SY	\$20.00	\$36,000.00
94	3,500	SY	Replace 6" Asphalt-2001 to 5000 SY	\$18.75	\$65,625.00
95	5,000	SY	Replace 6" Asphalt 5001 to 8000 SY	\$18.50	\$92,500.00
96	1,500	SY	Cut and Remove 7" Asphalt-500 to 2000 SY	\$7.50	\$11,250.00
97	3,500	SY	Cut and Remove 7" Asphalt-2001 to 5000 SY	\$4.15	\$14,525.00
98	5,000	SY	Cut and Remove 7" Asphalt 5001 to 8000 SY	\$3.50	\$17,500.00
99	1,500	SY	Replace 7" Asphalt-500 to 2000 SY	\$23.50	\$35,250.00
100	3,500	SY	Replace 7" Asphalt-2001 to 5000 SY	\$22.25	\$77,875.00

6730 Pricing for ASPHALT & CONCRETE STREET SECTIONS AND REPAIR SERVICES

101	5,000	SY	Replace 7" Asphalt 5001 to 8000 SY	\$21.75	\$108,750.00
102	3,500	SY	Cut and Remove 8" Asphalt-500 to 2000 SY	\$7.75	\$27,125.00
103	3,500	SY	Cut and Remove 8" Asphalt-2001 to 5000 SY	\$4.20	\$14,700.00
104	7,500	SY	Cut and Remove 8" Asphalt-5001 to 8000 SY	\$3.70	\$27,750.00
105	1,500	SY	Replace 8" Asphalt-500 to 2000 SY	\$26.50	\$39,750.00
106	3,500	SY	Replace 8" Asphalt-2001 to 5000 SY	\$25.75	\$90,125.00
107	7,500	SY	Replace 8" Asphalt- 5001 to 8000 SY	\$25.00	\$187,500.00
108	3,500	SY	Cut and Remove 9" Asphalt 500 to 2000 SY	\$8.00	\$28,000.00
109	3,500	SY	Cut and Remove 9" Asphalt 2001 to 5000 SY	\$4.85	\$16,975.00
110	7,500	SY	Cut and Remove 9" Asphalt 5001 to 8000 SY	\$4.60	\$34,500.00
111	3,500	SY	Replace 9" Asphalt 500 to 2000 SY	\$28.50	\$99,750.00
112	3,500	SY	Replace 9" Asphalt 2001 to 5000 SY	\$28.25	\$98,875.00
113	7,500	SY	Replace 9" Asphalt 5001 to 8000 SY	\$28.00	\$210,000.00
114	1,500	SY	Cut and Remove 10" Asphalt-500 to 2000 SY	\$8.50	\$12,750.00
115	3,500	SY	Cut and Remove 10" Asphalt-2001 to 5000 SY	\$5.50	\$19,250.00
116	7,000	SY	Cut and Remove 10" Asphalt 5001 to 8000 SY	\$5.25	\$36,750.00
117	1,500	SY	Replace 10" Asphalt-500 to 2000 SY	\$32.00	\$48,000.00
118	3,500	SY	Replace 10" Asphalt-2001 to 5000 SY	\$31.00	\$108,500.00
119	7,500	SY	Replace 10" Asphalt-5001 to 8000 Sy	\$30.75	\$230,625.00
120	1,800	SY	Cut and Remove 12" Asphalt-500 to 2000 SY	\$8.80	\$15,840.00
121	4,500	SY	Cut and Remove 12" Asphalt-2001 to 5000 SY	\$7.00	\$31,500.00
122	7,500	SY	Cut and Remove 12" Asphalt- 5001 to 8000 SY	\$6.50	\$48,750.00
123	1,800	SY	Replace 12" Asphalt-500 to 2000 SY	\$37.25	\$67,050.00
124	4,500	SY	Replace 12" Asphalt-2001 to 5000 SY	\$36.75	\$165,375.00
125	7,500	SY	Replace 12" Asphalt-5001 to 8000 SY	\$36.50	\$273,750.00
126	100	EA	Adjust Manholes to Finish Grade - All Manholes	\$445.00	\$44,500.00
127	100	EA	Adjust Valves to Finish Grade	\$335.00	\$33,500.00
128	2,000	SY	Subgrade Stabilization - 6" 500 to 2000 SY	\$5.35	\$10,700.00
129	1,000	SY	Lime Subgrade Stabilization - 8" 500 to 2000 SY	\$10.70	\$10,700.00
130	4,300	SY	Lime Subgrade Stabilization - 8" 2001 to 5000 SY	\$5.00	\$21,500.00
131	5,000	SY	Lime Subgrade Stabilization - 8" 5001 to 8000 SY	\$4.75	\$23,750.00
132	1,000	SY	Lime Subgrade Stabilization - 12" 500 to 2000 SY	\$15.80	\$15,800.00
133	4,300	SY	Lime Subgrade Stabilization - 12" 2001 to 5000 SY	\$6.10	\$26,230.00
134	5,000	SY	Lime Subgrade Stabilization - 12" 5001 to 8000 SY	\$6.00	\$30,000.00
135	1,000	SY	Cement Subgrade Stabilization - 8" 500 to 2000 SY	\$10.75	\$10,750.00
136	4,000	SY	Cement Subgrade Stabilization - 8" 2001 to 5000 SY	\$5.00	\$20,000.00
137	5,000	SY	Cement Subgrade Stabilization - 8" 5001 to 8000 SY	\$4.75	\$23,750.00
138	1,000	SY	Cement Subgrade Stabilization - 12" 500 to 2000 SY	\$10.75	\$10,750.00
139	3,500	SY	Cement Subgrade Stabilization - 12" 2001 to 5000 SY	\$5.50	\$19,250.00
140	5,000	SY	Cement Subgrade Stabilization - 12" 5001 to 8000 SY	\$5.00	\$25,000.00
141	200	TN	Lime for Subgrade Stabilization - PH Series (1 to 1000 TN)	\$156.00	\$31,200.00
142	200	TN	Cement for Stabilization - Atterberg Limits (1 to 1000 TN)	\$154.00	\$30,800.00
143	700	LF	Erosion Control - Silt Fence - Inlet Protection	\$4.00	\$2,800.00
144	750	SY	Hydromulch	\$5.25	\$3,937.50
145	250	CY	Unclassified Excavation-1 to 500 CY	\$19.50	\$4,875.00
146	750	CY	Unclassified Excavation-501 to 999 CY	\$14.50	\$10,875.00
147	250	CY	Compacted Fill to 95%-100 to 500 CY	\$24.25	\$6,062.50
148	750	CY	Compacted Fill to 95%-501 to 1000 CY	\$13.75	\$10,312.50
149	250	CY	Install Type 1 Flexbase by CY-10" 0 to 500 CY	\$80.00	\$20,000.00
150	750	CY	Install Type 1 Flexbase by CY-10" 500 to 999 CY	\$79.00	\$59,250.00
151	250	CY	Install Type 1 Flexbase by CY-15" 0 to 500 CY	\$78.50	\$19,625.00

6730 Pricing for ASPHALT & CONCRETE STREET SECTIONS AND REPAIR SERVICES

152	750	CY	Install Type 1 Flexbase by CY-15" 501 to 999 CY	\$72.00	\$54,000.00
153	250	SY	Asphalt Base Failure Repair by SY-6"-100 to 500 SY	\$82.00	\$20,500.00
154	1,000	SY	Asphalt Base Failure Repair by SY-6"-501 to 1500 SY	\$40.00	\$40,000.00
155	250	SY	Asphalt Base Failure Repair by SY-8"-100 to 500 SY	\$88.00	\$22,000.00
156	1,000	SY	Asphalt Base Failure Repair by SY-8"-501 to 1501 SY	\$50.00	\$50,000.00
157	3,500	SY	Emulsified Asphalt for Priming of Subgrade (SS-1)	\$0.62	\$2,170.00
158	5	EA	Remove and replace inlet top 5'	\$4,100.00	\$20,500.00
159	5	EA	Remove and replace inlet top 10'	\$4,400.00	\$22,000.00
160	5	EA	Remove and replace inlet top 20"	\$6,300.00	\$31,500.00
161	5	EA	Remove curb inlet 10' (0' to 6' Depth)	\$1,350.00	\$6,750.00
162	1	VFT	Vertical foot extra depth	\$525.00	\$525.00
163	5	EA	Remove curb inlet 15' (0' to 6' Depth)	\$1,450.00	\$7,250.00
164	1	VFT	Vertical foot extra depth	\$530.00	\$530.00
165	5	EA	Remove curb inlet 20' (0' to 6' Depth)	\$1,550.00	\$7,750.00
166	1	VFT	Vertical foot extra depth	\$540.00	\$540.00
167	5	EA	Install curb inlet 10' (0' to 6' Depth)	\$6,225.00	\$31,125.00
168	1	VFT	Vertical foot extra depth	\$312.00	\$312.00
169	5	EA	Install curb inlet 15' (0' to 6' Depth)	\$8,000.00	\$40,000.00
170	1	VFT	Vertical foot extra depth	\$410.00	\$410.00
171	5	EA	Install curb inlet 20' (0' to 6' Depth)	\$9,700.00	\$48,500.00
172	1	VFT	Vertical foot extra depth	\$510.00	\$510.00
173	5	EA	Install 4' Yard Inlet (0' to 6' Depth)	\$3,200.00	\$16,000.00
174	1	VFT	Vertical foot extra depth	\$245.00	\$245.00
175	5	EA	Install 6' Yard Inlet (0' to 6' Depth)	\$3,775.00	\$18,875.00
176	1	VFT	Vertical foot extra depth	\$350.00	\$350.00
177	250	LF	Install 18" RCP (0' to 6' Depth)	\$120.00	\$30,000.00
178	1	VFT	Vertical foot extra depth	\$82.00	\$82.00
179	250	LF	Install RCP 24" (0' to 6' Depth)	\$138.00	\$34,500.00
180	1	VFT	Vertical foot extra depth	\$84.00	\$84.00
181	250	LF	Install RCP 30" (0' to 6' Depth)	\$177.00	\$44,250.00
182	1	VFT	Vertical foot extra depth	\$86.00	\$86.00
183	250	LF	Install RCP 36" (0' to 6' Depth)	\$210.00	\$52,500.00
184	1	VFT	Vertical foot extra depth	\$88.00	\$88.00
185	200	LF	Remove 6' Concrete Flume with 6" curb	\$33.00	\$6,600.00
186	200	LF	Install 6' concrete Flume with 6" curb	\$76.00	\$15,200.00
187	200	LF	Remove 10' concrete Flume with 6" curb	\$36.75	\$7,350.00
188	200	LF	Install 10' concrete Flume with 6" curb	\$112.00	\$22,400.00
189	5	EA	4' Junction Box (0' to 6' Depth)	\$3,150.00	\$15,750.00
190	1	VFT	Vertical foot extra depth	\$245.00	\$245.00
191	5	EA	5' Junction box (0' to 6' Depth)	\$3,950.00	\$19,750.00
192	1	VFT	Vertical foot extra depth	\$296.00	\$296.00
193	5	EA	6" Junction Box (0' to 6' Depth)	\$4,800.00	\$24,000.00
194	1	VFT	Vertical foot extra depth	\$350.00	\$350.00
195	10	EA	6:1 Safety End Treatments 18" Pipe	\$1,675.00	\$16,750.00
196	10	EA	6:1 Safety End Treatment 24" Pipe	\$2,300.00	\$23,000.00
197	10	EA	6:1 Safety End Treatment 30" Pipe	\$3,000.00	\$30,000.00
198	500	SY	St. Augustine Sod	\$12.50	\$6,250.00
199	500	SY	Bermuda Sod	\$10.50	\$5,250.00
Total Cost of Services (Annual)					\$14,359,830.50

Exhibit B
House Bill 89 - Government Code 2270
VERIFICATION

I, Billy Cheek, the undersigned representative of Jagoe-Public Company Company or Business name (hereafter referred to as company), being **an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with City of Denton.**

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Billy Cheek

Name of Company Representative (Print)

DocuSigned by:

Billy Cheek

Signature of Company Representative

5/4/2018

Date

Exhibit c
Senate Bill 252 -Government Code 2252
CERTIFICATION

I, Billy Cheek, the undersigned representative of Jagoe-Public Company (Company or business name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Denton's Materials Management Department.

Billy Cheek

Name of Company Representative (Print)

DocuSigned by:
Billy Cheek

Signature of Company Representative

5/4/2018

Date

Exhibit ^D**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. Jagoe-Public Company

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.

Billy Cheek

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.

None

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

5 DocuSigned by:

Billy Cheek

5/4/2018

Signature of Vendor doing business with the governmental entity

Date

Certificate Of Completion

Envelope Id: 331434DBBF664D2381EFDFF4539409A4

Status: Sent

Subject: City Council DocuSign Item - 6730 Asphalt and Concrete Street Sections and Repair Services

Source Envelope:

Document Pages: 23

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 0

Jamie Cogdell

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

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

Jamie.Cogdell@cityofdenton.com

IP Address: 129.120.6.150

Record Tracking

Status: Original

Holder: Jamie Cogdell

Location: DocuSign

5/3/2018 2:01:11 PM

Jamie.Cogdell@cityofdenton.com

Signer Events

Signature

Timestamp

Jamie Cogdell

Completed

Sent: 5/3/2018 2:32:09 PM

jamie.cogdell@cityofdenton.com

Viewed: 5/3/2018 2:32:17 PM

Senior Buyer

Signed: 5/3/2018 2:53:22 PM

City Of Denton

Using IP Address: 129.120.6.150

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Billy Cheek

DocuSigned by:
Billy Cheek
DA6E4B3B94EB48E...

Sent: 5/3/2018 2:53:25 PM

billy.cheek@jagoepublic.com

Viewed: 5/3/2018 4:59:04 PM

Executive Vice President

Signed: 5/4/2018 11:45:07 AM

Jagoe-Public Company

Using IP Address: 75.139.243.122

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 5/3/2018 4:59:04 PM

ID: ac2b119c-3c87-4c64-bf45-fe6c2d41b92e

Larry Collister

DocuSigned by:
Larry Collister
38A6D90FD93B4AB...

Sent: 5/4/2018 11:45:11 AM

larry.collister@cityofdenton.com

Viewed: 5/4/2018 11:49:04 AM

First Assistant City Attorney

Signed: 5/4/2018 11:49:12 AM

City of Denton

Using IP Address: 47.190.47.120

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 9/26/2017 2:27:28 PM

ID: 01f5f868-f109-4e29-ad49-21db9046c882

Tabitha Millsop

Sent: 5/4/2018 11:49:15 AM

tabitha.millsop@cityofdenton.com

City of Denton

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Todd Hileman

Todd.Hileman@cityofdenton.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 7/25/2017 11:02:14 AM ID: 57619fbf-2aec-4b1f-805d-6bd7d9966f21 Jennifer Walters jennifer.walters@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Sherri Thurman sherri.thurman@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Jennifer Bridges jennifer.bridges@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Keith Gabbard keith.gabbard@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/4/2018 11:45:10 AM
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/4/2018 11:49:15 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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- 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.

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