

DocuSign City Council Transmittal Coversheet

IFB	6792
File Name	Construction of Eagle Drive Drainage Improvements PH 2
Purchasing Contact	Jamie Cogdell
City Council Target Date	July 17, 2018
Contract Value	2,057,289.20
Piggy Back Option	No
Contract Expiration	N/A
Ordinance	

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND JAGOE-PUBLIC COMPANY
(IFB 6792)**

STATE OF TEXAS

§ COUNTY OF DENTON §

THIS AGREEMENT, made and entered into this date 7/17/2018, 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, 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 #6792 – EAGLE DRIVE DRAINAGE IMPROVEMENT PH 2

in the amount of Two Million Fifty-Seven Thousand Two Hundred Eighty-Nine and 20/100 Dollars (\$2,057,289.20) 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:

Jagoe-Public Company

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 ONE THOUSAND and no/100 DOLLARS (\$1000.00) 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.

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: DocuSigned by:
Todd Hileman
B776C711BA0B464...
TODD HILEMAN
CITY MANAGER

CONTRACTOR
JAGOE-PUBLIC COMPANY

BY: DocuSigned by:
Bill Cheek, Jr.
DA8E4B3B94EB48E...
AUTHORIZED AGENT
Bill Cheek, Jr.

NAME

Executive Vice President

TITLE

940-382-2581

PHONE NUMBER

billy.cheek@jagoepublic.com

EMAIL ADDRESS

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

DocuSigned by:
Jane Richardson
F06137F06F3D4D3...

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 a 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. Complete and sign the Form 1295
6. Email the 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:

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.

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.

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.

IFB 6792 - Pricing Sheet for Eagle Drive Drainage Improvements Phase II

i	Respondent's Name:	JAGOE-PUBLIC COMPANY
ii	Principal Place of Business (City and State):	DENTON, TEXAS
iii	Respondent is a Corporation, Partnership, Sole Proprietorship, Individual?	CORPORATION
iv	Total calendar days after Notice to Proceed is issued by City for substantial completion of Base Bid (Maximum of 365):	365
v	Total calendar days after Notice to Proceed is issued by City for project start:	14

General		Quantity	Unit	Unit Price	Total
1	Surety Bonds	1	LS	\$ 25,000.00	\$ 25,000.00
2	Mobilization/Demobilization	1	LS	\$ 150,000.00	\$ 150,000.00
3	Temporary Erosion Control	1	LS	\$ 19,000.00	\$ 19,000.00
4	General Site Preparation	1	LS	\$ 40,000.00	\$ 40,000.00
5	Barricades, Signs and Traffic Control	1	LS	\$ 8,500.00	\$ 8,500.00
6	Project Signs	3	EA	\$ 400.00	\$ 1,200.00
Storm Drain Improvements		Quantity	Unit	Unit Price	Total
7	Double 10'x 4' CIP RC Box Culvert	72	LF	\$ 1,500.00	\$ 108,000.00
8	16'x7' CIP RC Box Culvert	439	LF	\$ 1,320.00	\$ 579,480.00
9	12'-8"x3' CIP RC Box Culvert	25	LF	\$ 1,100.00	\$ 27,500.00
10	18" Class III RCP	112	LF	\$ 90.00	\$ 10,080.00
11	24" Class III RCP	71	LF	\$ 105.00	\$ 7,455.00
12	30" Class III RCP	74	LF	\$ 122.00	\$ 9,028.00
13	36" Class III RCP	61	LF	\$ 150.00	\$ 9,150.00
14	48" Class III RCP	19	LF	\$ 380.00	\$ 7,220.00
15	5' Curb Inlet (Complete) (TxDOT IL-C)	1	EA	\$ 8,445.00	\$ 8,445.00
16	5' Curb Inlet Extension (Complete)	1	EA	\$ 8,445.00	\$ 8,445.00
17	10' Curb Inlet	4	EA	\$ 3,220.00	\$ 12,880.00
18	15' Curb Inlet	1	EA	\$ 4,345.00	\$ 4,345.00
19	20' Curb Inlet	2	EA	\$ 5,495.00	\$ 10,990.00
20	20' Recessed Curb Inlet	1	EA	\$ 6,845.00	\$ 6,845.00
21	20' Special Curb Inlet	2	EA	\$ 3,535.00	\$ 7,070.00
22	5' x 5' Junction Box	1	EA	\$ 3,395.00	\$ 3,395.00
23	4' x 4' Drop Inlet	1	EA	\$ 2,055.00	\$ 2,055.00
24	4' x 4' Special Drop Inlet with Curb Flume	1	EA	\$ 2,200.00	\$ 2,200.00
25	3' x 3' Grate Inlet	1	EA	\$ 2,250.00	\$ 2,250.00
26	Concrete End Wall	3	EA	\$ 5,100.00	\$ 15,300.00
27	French Drain	114	LF	\$ 21.00	\$ 2,394.00
28	Trench Safety (SD Box)	522	LF	\$ 133.00	\$ 69,426.00
29	Trench Safety (SD Pipe)	346	LF	\$ 7.00	\$ 2,422.00
30	Additional Crushed Stone Embedment	50	CY	\$ 43.00	\$ 2,150.00

Sewer Improvements		Quantity	Unit	Unit Price	
31	8" SDR-35 PVC Sanitary Sewer	70	LF	\$ 143.00	\$ 10,010.00
32	10" SDR-26 PVC Sanitary Sewer	116	LF	\$ 140.00	\$ 16,240.00
33	18" ASTM F679 PVC Sanitary Sewer	450	LF	\$ 160.00	\$ 72,000.00
34	4' Dia. Sanitary Sewer Manhole (8' - 10' Deep)	2	EA	\$ 9,752.00	\$ 19,504.00
35	5' Dia. Sanitary Sewer Manhole (6' - 10' Deep)	6	EA	\$ 9,820.00	\$ 58,920.00
36	Concrete Cap	30	LF	\$ 104.00	\$ 3,120.00
37	Remove Existing SS Manhole	3	EA	\$ 760.00	\$ 2,280.00
38	Abandon Existing 18" Sanitary Sewer	330	LF	\$ 8.00	\$ 2,640.00
39	Remove Existing 18" Sanitary Sewer	128	LF	\$ 10.50	\$ 1,344.00
41	Vacuum Test Sanitary Sewer Manhole	7	EA	\$ 730.00	\$ 5,110.00
42	Post-Construction Video Inspection	604	LF	\$ 4.85	\$ 2,929.40
43	Trench Safety	604	LF	\$ 2.50	\$ 1,510.00
Water Improvements		Quantity	Unit	Unit Price	
44	12" RJD Water Line	111	LF	\$ 300.00	\$ 33,300.00
45	12" RJD Water Carrier Pipe	71	LF	\$ 150.00	\$ 10,650.00
46	6" Insertion Gate Valve and Box	2	EA	\$ 9,700.00	\$ 19,400.00
47	12" Insertion Gate Valve and Box	2	EA	\$ 17,900.00	\$ 35,800.00
48	20" Steel Casing by Open Trench	71	LF	\$ 172.00	\$ 12,212.00
49	Remove Existing Fire Hydrant	1	EA	\$ 570.00	\$ 570.00
50	Fire Hydrant Assembly	1	EA	\$ 7,800.00	\$ 7,800.00
51	Class B Concrete Thrust Blocking	1	LS	\$ 3,200.00	\$ 3,200.00
53	Reconnect Water Services	1	EA	\$ 1,470.00	\$ 1,470.00
54	Adjust 6" Water line to Clear Storm Drain	1	EA	\$ 8,750.00	\$ 8,750.00
55	Trench Safety	182	LF	\$ 6.00	\$ 1,092.00
Paving and Restoration		Quantity	Unit	Unit Price	
56	Remove Existing Concrete	1,355	SY	\$ 11.50	\$ 15,582.50
57	Remove Asphalt Pavement	3,872	SY	\$ 14.50	\$ 56,144.00
58	Remove Existing Flowable Fill	100	CY	\$ 53.00	\$ 5,300.00
59	2" Type C PG 76-22 Asphalt Surface Course (Elm St)	178	SY	\$ 13.50	\$ 2,403.00
60	3" Type B PG 76-22 Asphalt Intermediate Course (Elm St)	178	SY	\$ 19.50	\$ 3,471.00
61	9" Type B PG 64-22 Asphalt Base Course (Elm St)	178	SY	\$ 56.00	\$ 9,968.00
62	2" Type D PG 64-22 Asphalt Surface Course (Myrtle)	749	SY	\$ 13.50	\$ 10,111.50
63	5" Type B PG 64-22 Asphalt Base Course (Myrtle)	749	SY	\$ 31.00	\$ 23,219.00
64	3" Type C PG 64-22 Asphalt Surface Course (Eagle)	2,945	SY	\$ 19.00	\$ 55,955.00
65	9" Type B PG 64-22 Asphalt Base Course (Eagle)	2,945	SY	\$ 37.00	\$ 108,965.00
66	8" Type A, Grade 1 Flexible Base	4,169	SY	\$ 11.50	\$ 47,943.50
67	Concrete Curb & Gutter	819	LF	\$ 25.00	\$ 20,475.00
68	8" Concrete Pmnt (Intersection Radius and Valley Gutter)	97	SY	\$ 135.00	\$ 13,095.00
69	Remove & Replace Street Signs (City)	2	EA	\$ 730.00	\$ 1,460.00
70	Pavement Markings	1	LS	\$ 9,750.00	\$ 9,750.00
71	5" Thick Concrete Sidewalk	604	SY	\$ 45.00	\$ 27,180.00

72	Type I Accessible Ramps	10	EA	\$ 1,500.00	\$ 15,000.00
73	8" Concrete Driveways and Parking Lots	1,512	SY	\$ 48.00	\$ 72,576.00
74	6" Concrete Driveway w/ Baffle Blocks	1	EA	\$ 4,900.00	\$ 4,900.00
75	Temporary 6' Chain link Security Fence	111	LF	\$ 15.00	\$ 1,665.00
76	6' Permanent Chain link Security Fence	111	LF	\$ 25.00	\$ 2,775.00
77	Solid Block Sod	1,979	SY	\$ 4.20	\$ 8,311.80
78	Irrigation System Restoration	1	LS	\$ 850.00	\$ 850.00
79	Surface Restoration	1	LS	\$ 5,500.00	\$ 5,500.00
Addendum 1		Quantity	Unit	\$ -	
80	Abandon Triple 5'x3' Culvert	1	LS	\$ 15,300.00	\$ 15,300.00
81	Remove Triple 5'x3' Culvert	15	LF	\$ 165.00	\$ 2,475.00
82	Remove and Plug Elliptical SD	67	LF	\$ 22.50	\$ 1,507.50
83	Remove Double 6'x3' Box	91	LF	\$ 130.00	\$ 11,830.00
84	Abandon Existing Double 6x3 Box Culvert	1	LS	\$ 9,600.00	\$ 9,600.00
85	18" Cast-in-place SET	1	EA	\$ 1,900.00	\$ 1,900.00
				Total	\$ 2,057,289.20

Exhibit B
Senate Bill 252 -Government Code 2252
CERTIFICATION

I, Bill Cheek, Jr., 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.

Bill Cheek, Jr.
Name of Company Representative (Print)

DocuSigned by:
Bill Cheek, Jr.
Signature of Company Representative

6/26/2018
Date

Exhibit c

House Bill 89 - Government Code 2270

VERIFICATION

I, Bill Cheek, Jr., 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.*

Bill Cheek, Jr.

Name of Company Representative (Print)

DocuSigned by:
Bill Cheek, Jr.

D46E4B3B94EB478E
Signature of Company Representative

6/26/2018

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Jagoe-Public Company
 Denton, TX United States

Certificate Number:
 2018-372217

Date Filed:
 06/25/2018

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

CITY OF DENTON

Date Acknowledged:

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

6792
 EAGLE DRIVE DRAINAGE IMPROVEMENTS PH II

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

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Lewis Moore, and my date of birth is 08/29/1955.

My address is 3020 Fort Worth Drive, DENTON, TX, 76205, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in DENTON County, State of TEXAS, on the 25 day of JUNE, 2018.
(month) (year)


 Signature of authorized agent of contracting business entity
(Declarant)

Certificate Of Completion

Envelope Id: 30EDA8AEE73046F88F389E2ED386DD99	Status: Completed
Subject: City Council DocuSign Item - 6792 Eagle Drive Drainage Improvement Phase 2	
Source Envelope:	
Document Pages: 20	Signatures: 6
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jamie Cogdell
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	Jamie.Cogdell@cityofdenton.com
	IP Address: 129.120.6.150

Record Tracking

Status: Original	Holder: Jamie Cogdell	Location: DocuSign
6/25/2018 4:36:05 PM	Jamie.Cogdell@cityofdenton.com	

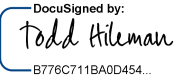

Signer Events

Signer Events	Signature	Timestamp
Jamie Cogdell jamie.cogdell@cityofdenton.com Senior Buyer City Of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 129.120.6.150	Sent: 6/25/2018 4:40:17 PM Viewed: 6/25/2018 4:40:34 PM Signed: 6/25/2018 4:42:16 PM

Bill Cheek, Jr. billy.cheek@jagoepublic.com Executive Vice President Jago-Public Company 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	 Using IP Address: 75.139.243.122	Sent: 6/25/2018 4:42:18 PM Viewed: 6/26/2018 1:12:02 PM Signed: 6/26/2018 1:12:49 PM
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Larry Collister larry.collister@cityofdenton.com First Assistant City Attorney City of Denton 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	 Using IP Address: 47.190.47.120	Sent: 6/26/2018 1:12:53 PM Viewed: 7/3/2018 9:36:22 AM Signed: 7/3/2018 9:36:50 AM
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Tabitha Millsop tabitha.millsop@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 129.120.6.150	Sent: 7/3/2018 9:36:54 AM Viewed: 7/18/2018 4:33:02 PM Signed: 7/18/2018 4:34:30 PM
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Signer Events	Signature	Timestamp
<p>Todd Hileman todd.hileman@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/25/2017 11:02:14 AM ID: 57619fbf-2aec-4b1f-805d-6bd7d9966f21</p>	<p>DocuSigned by:  B778C711BA0D454...</p> <p>Using IP Address: 129.120.6.150</p>	<p>Sent: 7/18/2018 4:34:35 PM Viewed: 7/18/2018 5:18:41 PM Signed: 7/18/2018 5:18:45 PM</p>
<p>Jane Richardson jane.richardson@cityofdenton.com Assistant City Secretary City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  F96137F96F3D4D3...</p> <p>Using IP Address: 129.120.6.150</p>	<p>Sent: 7/18/2018 5:18:48 PM Viewed: 7/19/2018 9:53:00 AM Signed: 7/19/2018 9:53:29 AM</p>
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
<p>Sherrri Thurman sherrri.thurman@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 6/26/2018 1:12:51 PM</p>
<p>Jennifer Walters jennifer.walters@cityofdenton.com City Secretary City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 7/18/2018 4:34:34 PM</p>
<p>Jennifer Bridges jennifer.bridges@cityofdenton.com Procurement Assistant City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 7/19/2018 9:53:32 AM Viewed: 7/23/2018 11:33:48 AM</p>

Carbon Copy Events	Status	Timestamp
<p>Jane Richardson jane.richardson@cityofdenton.com Assistant City Secretary City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 7/19/2018 9:53:33 AM
<p>Annie Bunger annie.bunger@cityofdenton.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 7/19/2018 9:53:34 AM Viewed: 7/19/2018 9:58:20 AM
<p>Noreen Housewright noreen.housewright@cityofdenton.com Senior Transportation Engineer City of Denton Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/12/2017 11:18:09 AM ID: 0dcc3651-8f23-4039-ba26-02f1cb109e64</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 7/19/2018 9:53:35 AM

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/19/2018 9:53:36 AM
Certified Delivered	Security Checked	7/19/2018 9:53:36 AM
Signing Complete	Security Checked	7/19/2018 9:53:36 AM
Completed	Security Checked	7/19/2018 9:53:36 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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.

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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.

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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.

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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, IS 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.

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- 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.