

**CONSTRUCTION AGREEMENT BETWEEN THE CITY OF FRISCO, TEXAS
AND CENTRAL NORTH CONSTRUCTION, LLC**

This Construction Agreement ("Agreement") is made and entered into this ____ day of August, 2014 ("Effective Date") by the **City of Frisco, Texas**, a Texas home-rule municipality ("Frisco"), and **Central North Construction, LLC**, a Texas limited liability company ("Contractor"). Frisco and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, Frisco owns and operates the Frisco Athletic Center, located at 5828 Nancy Jane Lane, Frisco, Collin County, Texas 75035, and the real property adjacent thereto ("Facility"); and

WHEREAS, the Facility uses water source ("geothermal") heat pumps to provide climate control of the Facility; and

WHEREAS, Frisco has investigated and determined that one hundred (100) additional bores must be added to the existing geothermal bore fields to provide supplemental heat rejection of the geothermal system by extending the total number of bores per bore field ("Geothermal Bore Field Expansion"); and

WHEREAS, Frisco issued Competitive Sealed Bid No. 1407-079 ("CSB"), seeking construction services for the Geothermal Bore Field Expansion at the Facility, as more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes ("Project"); and

WHEREAS, Contractor timely submitted a response to the CSB, which is attached hereto as Exhibit "B" and incorporated herein for all purposes ("Response"); and

WHEREAS, on the basis of the Response, Frisco has selected Contractor to provide the services sought in the CSB; and

WHEREAS, Frisco has investigated and determined that it is in the best interest of its citizens to engage Contractor on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services.

The parties agree that Contractor shall provide the services and deliverables that are set forth and described in the Agreement Documents ("Scope of Services") and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the Services and deliverables as specified by the terms and conditions of this Agreement (collectively, "Services"). The parties understand and agree that deviations or modifications to the Scope of Services, in the form of written change orders, may be

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authorized from time to time by Frisco ("Change Order(s)"). Contractor shall not perform any "extra" work and/or additional services without a duly executed, written change order issued by the Frisco City Manager or authorized designee.

2. Schedule of Work; Term.

Contractor agrees to commence work on the Project on the Effective Date of this Agreement and to proceed diligently with said work to completion. The Project shall be completed no later than forty-five days after the issuance of a purchase order and notice to proceed. The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in effect until completion of the Project, unless terminated earlier as provided herein. Contractor's obligations under this Agreement shall be fulfilled on the completion of the Project. In addition to Section 31 below, Frisco may terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

3. Contractor's Fee.

In exchange for the Services, Frisco agrees to pay Contractor a lump sum payment of ONE HUNDRED FIFTY-ONE THOUSAND DOLLARS AND 00/100 (\$151,000.00) ("Contractor's Fee") for the completion of the Project contemplated by and in accordance with this Agreement. The Contractor's Fee shall be due and payable by Frisco within thirty (30) days after the following conditions are satisfied: (a) Contractor completes the Project; (b) Frisco finally accepts ("Final Acceptance") the Project in accordance with this Agreement and its ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising; and (c) Contractor tenders an invoice to Frisco, which may not occur prior to Frisco's Final Acceptance of the Project. Frisco shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of Frisco, which fiscal year ends on September 30th of each year, shall be subject to Frisco City Council approval. In the event that the Frisco City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that Frisco shall be obligated to pay all charges incurred by Contractor through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Inspection.

Within ten (10) business days after Contractor provides written notice to Frisco that the Project is complete, Frisco will inspect the Contractor's work to determine whether it conforms to all of the requirements of this Agreement. If Frisco finds that any aspect of the Project is not in conformance with this Agreement, Frisco will notify Contractor in writing. Contractor will have an opportunity to address and cure any defects, requests or concerns of Frisco within fifteen (15) days of the date of Frisco's notice provided pursuant to this section.

5. Agreement Documents.

The "Agreement Documents", as that term is used herein, shall refer to and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

- A. This Agreement; and
- B. CSB, attached hereto as Exhibit "A"; and
- C. Response, attached hereto as Exhibit "B"; and
- D. Frisco's Insurance Requirements, attached hereto as Exhibit "C" and incorporated herein for all purposes; and
- E. Frisco's Standard Construction Details (which is on file in with Frisco's Engineering Department); and
- F. The Standard Specifications for Public Works Construction (North Central Texas Third Edition 1998), as amended and supplemented by Frisco's Special Provisions to said Standard Specification, as amended (which is on file with Frisco's Engineering Department); and
- G. Affidavit of No Prohibited Interest, attached hereto as Exhibit "D"; and
- H. Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit "E".

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D" or Exhibit "E" conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D" and Exhibit "E" shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, Frisco's interpretation and/or decision shall be final and binding

6. Payment and Performance Bond.

Contractor shall obtain payment and performance bonds, in an amount equal to the total cost of the Project, in favor of Frisco to ensure that Frisco is indemnified: (i) against any claims for nonpayment of any part of the construction work performed in connection with the Project; and (ii) for the completion of the Project in accordance with this Agreement.

Any bond(s) required by Frisco pursuant to this Section 6 must be: (i) a good and sufficient bond; (ii) in the amount prescribed herein; and (iii) with a reputable and solvent corporate surety.

7. Required Insurance.

Contractor shall procure and keep in full force and effect the types and amounts of

insurance specified in Frisco's Insurance Requirements, attached hereto as Exhibit "C" and incorporated herein for all purposes, for and during all aspects and phases of the Project throughout the term of this Agreement at no expense to Frisco. Contractor also shall comply with all other requirements set forth in Exhibit "C".

8. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the Frisco City Charter, which is repeated on the Affidavit of No Prohibited Interest, attached hereto as Exhibit "D" and incorporated herein for all purposes. Further, Contractor shall execute the Affidavit of No Prohibited Interest attached hereto as Exhibit "D" no later than the Effective Date of this Agreement. Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit "E" and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

9. INDEMNITY.

CONTRACTOR HEREBY RELEASES AND SHALL, DEFEND, INDEMNIFY AND HOLD HARMLESS FRISCO AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "FRISCO" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF FRISCO (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST FRISCO BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT

RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, FRISCO SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY FRISCO, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY FRISCO IN WRITING. FRISCO RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, FRISCO IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY FRISCO IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND FRISCO OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY FRISCO PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN FRISCO-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF FRISCO'S WRITTEN NOTICE THAT FRISCO IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, FRISCO SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY FRISCO.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

10. Condition of Facility and Other Frisco Property.

Contractor accepts the Facility and all other Frisco-owned property in "as is" and "where is" condition. Contractor accepts all risk relating to its work in or around the Facility. Frisco makes no warranties or representations about the condition or capabilities of the Facility or other Frisco-owned property, or the suitability or appropriateness of the Facility or other Frisco-owned property in connection with Contractor's work on the Project. Contractor shall not be entitled to rely on any such warranties or representations that may be, or may have been made, by any Frisco personnel or representative.

11. Damages.

Contractor shall be fully responsible for protecting the Facility and any equipment located therein from damage. Notwithstanding anything herein to the contrary, Contractor shall not repair or attempt to repair any damage to the Facility. In the event that any damage to the Facility or Frisco's property and/or equipment at the Facility arises in any way from Contractor's work in connection with the Project, Frisco shall determine the cost of making the necessary repairs, maintenance or replacements, including administrative expenses. Contractor shall pay said amount to Frisco within

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thirty (30) days after receipt of a written invoice from Frisco. Damage to the Facility and/or Frisco's property and/or equipment at the Facility shall be presumed to have arisen from Contractor's work in connection with the Project if said damage was not noted in writing by Contractor at the commencement of its work on the Project.

12. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, employees, agents, contractors and all other parties performing services for or on behalf of Contractor at the Facility. Frisco assumes no such responsibility or liability. To the fullest extent permitted by law, Contractor assumes full responsibility and liability for any and all injuries or damages to its officers, employees, agents, contractors and all other parties performing services for or on behalf of Contractor at the Facility, and for any and all damage to its equipment and its other property. Frisco shall have no such responsibility or liability to either Contractor or said officers, employees, agents, contractors or other persons. Frisco shall have no responsibility or liability for any equipment or other personal property kept or left at the Facility by Contractor.

13. Compliance with Laws.

Contractor shall comply with all federal, state and Frisco laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work in or around the Facility. Contractor shall ensure that its officers, employees, agents, contractors and other parties performing services for or on behalf of Contractor comply with all applicable laws, statutes, ordinances, regulations and policies.

14. Authority to Execute.

The individuals executing this Agreement on behalf of the respective parties represent to each other and to the parties that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for it to be an authorized and binding agreement on the party for whom the individual is signing, that each individual affixing his or her signature hereto is authorized to do so and that such authorization is valid and effective on the Effective Date.

15. Assignment.

Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of Frisco. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to Frisco as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third party billing.

16. Immunity.

The parties acknowledge and agree that, in executing and performing this Agreement, Frisco has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

17. Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: Central North Construction, LLC
Attn: Jordan Hendrix, Sr. Officer
5970 Lindsey Lane
Allen, TX 75002
Telephone: 972.442.1997
Facsimile: 972.442.2199
Electronic Mail: jhendrix@cnccllc.org

If to Frisco, to: City of Frisco
Attn: Daniel Ford, Purchasing Manager
6101 Frisco Square Blvd
Frisco, Texas 75034
Telephone: (972) 292-5545
Facsimile: (972) 292-5586
Electronic Mail: dford@friscotexas.gov

With a copy to:

Abernathy, Roeder, Boyd & Joplin, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

18. Savings/Severability.

In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then

that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

19. Entire Agreement.

This Agreement constitutes the sole and only agreement of the parties with respect to the matters contained herein. This Agreement supersedes any prior understandings or written or oral agreements between the parties concerning these matters. This Agreement may not be amended except in accordance with the provisions hereof or by the written agreement of the parties, which shall not be construed to release either party from any obligation of this Agreement except as specifically provided for in any such amendment.

20. Multiple Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

21. Consideration.

This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

22. Attorney's Fees.

If either party files any action or brings any proceeding against the other arising from this Agreement, then as between Frisco and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

23. Governing Law; Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

24. Binding Effect.

This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

25. No Waiver.

Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance



26. Indemnity.
The parties agree that the indemnity provision set forth in Section 9 herein is conspicuous and the parties have read and understood the same.
27. Representations.
Each signatory represents that this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its attorney.
28. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of Frisco and the authorized representative of Contractor.
29. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by the parties. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
30. Independent Contractor.
In performing this Agreement, Contractor shall act as an independent contractor with respect to Frisco. In no event shall this Agreement be construed as establishing an employer-employee or principal-agent relationship, partnership, joint venture or other similar relationship between Frisco and Contractor or any of Contractor's employees or agents. Nothing herein shall authorize either party to act as agent for the other, except to the extent provided herein. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Contractor's officers, directors, partners, employees and representatives, who shall not be considered Frisco employees and shall not be eligible for any rights or privileges offered by Frisco to its employees.
31. Termination; Default and Remedies.
Contractor's violation of, or failure to perform or observe, any of the agreements, covenants, obligations, representations or conditions contained herein, including any agreements and documents incorporated into this Agreement, to be performed or observed by Contractor shall constitute a breach of this Agreement by Contractor. In such case, Frisco may, in its sole discretion, immediately terminate this Agreement in full, without any recourse, damages or rights of recovery to Contractor, and/or take any other legal action to protect and enforce its rights
32. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding on Contractor, and its officers, directors, partners, employees, representatives, contractors,



subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

33. Reference to Frisco.

When referring to "Frisco" herein, this Agreement shall refer to and be binding on Frisco, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom Frisco is legally responsible.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

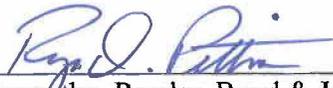
CITY OF FRISCO, TEXAS,
a Texas home-rule municipality

By: _____
George Purefoy, City Manager

ATTEST:

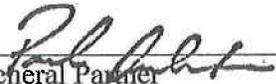
APPROVED AS TO FORM:

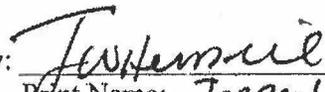
Jenny Page, City Secretary



Aberrathy, Roeder, Boyd & Joplin, PC
Ryan D. Pittman, City Attorneys

CENTRAL NORTH CONSTRUCTION, LLC,
a Texas limited liability company

By:  _____
Its: General Partner

By:  _____
Print Name: Jordan Henoit
Title: Senior Officer



STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **George Purefoy**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the duly authorized representative for the **City of Frisco, Texas**, a Texas home-rule municipality, and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 2014.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Joseph Hendrix known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he/she is the Senior officer and duly authorized representative for **Central North Construction, LLC**, a Texas limited liability corporation, and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of July, 2014.



Candy Moore
Notary Public in and for the State of Texas

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Exhibit "A"
CSB

[__ pages attached hereto]



Exhibit "B"
Response

[__ pages attached hereto]

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Exhibit "C"
Insurance Requirements

I. REQUIREMENT OF GENERAL LIABILITY INSURANCE –

- A. Such policy shall name Frisco, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.
- B. Such policy shall require the provision of written notice to Frisco at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.
- C. Such policy shall provide for a waiver of subrogation against Frisco for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work on the Project. If the Agreement is renewed or extended by Frisco, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to Frisco prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

Coverage Required	Limits
<u>X</u> 1. Worker's Compensation & Employer's Liability	<ul style="list-style-type: none"> ▪ Statutory Limits of the State of Texas
<u>X</u> 2. General Liability	<ul style="list-style-type: none"> ▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
<u>X</u> 3. XCU Coverage	<ul style="list-style-type: none"> ▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.

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4. Professional Liability
- Minimum \$ 1,000,000.00 each claim;
 - Minimum \$ 2,000,000.00 in the aggregate.
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5. Umbrella Coverage or Excess Liability Coverage
- An amount of \$ 2,000,000.00.
-
- X 6. Frisco named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage Frisco may possess.
- X 7. General Liability Insurance provides for a Waiver of Subrogation against Frisco for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance.
- X 8. Thirty (30) days notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
- X 10. The Certificate of Insurance must state the project title and bid number.
11. Other Insurance Requirements (State Below):

Exhibit "D"
Affidavit of No Prohibited Interest

THE STATE OF TEXAS

§
§
§

THE COUNTY OF Collin

I, Jordan Hendrix, a member of Contractor team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- Ownership of ten percent (10%) or more of the voting shares of the _____ business entity.
- Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.
- Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).
- A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.
- Other: _____
- None of the Above.

Upon filing this affidavit with the City of Frisco, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of a public body which took action on the agreement.

Signed this 29 day of July, 2014.

Jordan Hendrix - Senior Officer
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Jordan Hendrix and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this 29 day of July, 2014.



Candy Rose Moore
Notary Public in and for the State of Texas
My commission expires: 11-1-2016

[Handwritten mark]

Exhibit "E"
Conflict of Interest Questionnaire, Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p><small>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</small></p> <p><small>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</small></p> <p><small>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</small></p> <p><small>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</small></p>	OFFICE USE ONLY <hr/> Date Received	
<p>1 Name of person who has a business relationship with local governmental entity.</p> <p align="center" style="font-size: 1.2em;"><i>Central North Construction, LLC</i></p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p align="center" style="font-size: 0.8em;">(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 the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center" style="font-size: 1.5em;"><i>N/A</i></p> <p align="center" style="font-size: 0.8em;">Name of Officer</p> <p><small>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer 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.</small></p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the filer of the questionnaire 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?</p> <p align="center"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>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 10 percent or more?</p> <p align="center"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <p align="center" style="font-size: 1.5em;"><i>N/A</i></p>		
<p>4</p> <p align="center" style="font-size: 1.5em;"><i>J. Jensen</i></p> <p align="center" style="font-size: 1.5em;"><i>7/29/14</i></p> <p align="center" style="font-size: 0.8em;">Signature of person doing business with the governmental entity Date</p>		

Adopted 06/29/2007

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