MURPHY CITY COUNCIL AGENDA
REGULAR CITY COUNCIL MEETING
NOVEMBER 3, 2026, AT 6:00 P.M.
COUNCIL CHAMBERS
WORK SESSION IN COMMUNITY ROOM
206 NORTH MURPHY ROAD
MURPHY, TEXAS 75094

NOTICE is hereby given of a meeting of the City Council of the City of Murphy, Collin County, State of Texas, to be held on November 3, 2026, at Murphy City Hall for the purpose of considering the following items. The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (discussing purchase, exchange, lease or value of real property); §551.074 (discussing personnel or to hear complaints against personnel); and §551.087 (discussing economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Pursuant to Section 551.127, Texas Government Code, one or more Councilmembers may attend this meeting remotely using video conferencing technology. The video and audio feed of the video conferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting. A quorum will be physically present at the posted meeting location of City Hall.

Scott Bradley
Mayor

W. Scott Smith
Mayor Pro Tem

Ken Oltmann
Deputy Mayor Pro Tem

Elizabeth Abraham
Council Member

Debbie Ison
Council Member

Kevin Kelley
Council Member

Jené Butler
Council Member

Aretha Adams
City Manager

Jared Mayfield
Assistant City Manager

Kandi Jackson
City Secretary

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. ROLL CALL AND CERTIFICATION OF A QUORUM

4. PUBLIC COMMENTS

The Council Chambers is open to the public. This portion of the agenda is the public's opportunity to address the Council about any item listed on the agenda, except public hearings, or to provide a general comment. Comments related to public hearings will be heard when the specific hearing begins. Public comments are limited to three (3) minutes per speaker, unless otherwise required by law. Per the Texas Open Meetings Act, the Council is not permitted to act on or discuss any item not listed on the agenda. Items suggested for action may be placed on a future agenda, at the Council's sole discretion.

5. MAYOR'S REPORT

6. PRESENTATIONS

A. Proclamation: Arbor Day.
Arbor Day Proclamation 2026

B. Capital Improvement Project Update. Joseph Whitaker, Project Manager

7. CONSENT AGENDA

All consent agenda items are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and

voted on separately.

A. Consider and/or Act on the October 20, 2026, Regular Council Meeting Minutes. Kandi Jackson, TRMC, City Secretary
2026 10 20 Regular City Council Meeting

B. Consider and/or Act on a Resolution accepting the donation of real property located at 321 McMillen Road and legally described as Lot 1, Block A, Chase Addition.
Staff Report-(2192) - Pdf

C. Consider and/or Act on an Ordinance approving the 2026 Tax Roll Summary of the City of Murphy, Texas, Murphy Municipal Development District, and Murphy Community Development Corporation. Berna Fitzpatrick-Walker, CGFO, Finance Director
Staff Report-(2189) - Pdf

D. Consider and/or Act on canceling the first Regular Council Meetings in October; the December 15, 2026, and December 21, 2027, Regular City Council Meetings. Kandi Jackson, TRMC, City Secretary
Staff Report-(2200) - Pdf

E. Consider and/or Act on a Resolution authorizing the City Manager to execute a Connected Building Service Agreement with Trane U.S., Inc. to provide inspection, maintenance, and analytics/scheduling for the City's various building systems in an amount not to exceed $353,640.00, as described in the annual fee schedule shown in the attached Agreement. Donald Reese, Director of Public Works.
Staff Report-(2198) - Pdf

F. Consider and/or Act on a Resolution authorizing the City Manager to execute a construction contract with L.G. Spades Construction, LLC, to construct the Tablerock Culvert Extension project in the amount of $300,000.00. Donald Reese, Director of Public Works.
Staff Report-(2199) - Pdf

G. Consider and/or Act on a Resolution authorizing the City Manager to execute an agreement with the City of Parker to transfer the water CCN service area to the City of Murphy for approximately 29 acres located on McWhirter Road. Jared Mayfield, AICP, Assistant City Manager
Staff Report-(2197) - Pdf

8. INDIVIDUAL CONSIDERATION

A. Consider and/or Act on an Ordinance amending Article 26.02 Signs of the Murphy Codes of Ordinances. Jared Mayfield, AICP, Assistant City Manager
Staff Report-(2201) - Pdf

9. EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Subchapter D, the City Council will now recess into Executive Session (closed

meeting) to discuss the following:

A. § 551.071: Consultation with Attorney on pending or contemplated litigation and on a matter in which the duty of the Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter:
(i) Land use and zoning matters, code enforcement, nuisances, and litigation under Texas Local Government Code Chapter 54.
(ii) Receive information about a formal complaint by a citizen.

B. § 551.074: Personnel Matters: to hear a complaint or charge against the city manager.

10. RECONVENE INTO REGULAR SESSION

The City Council will reconvene into Regular Session, pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, to take any action necessary regarding:

A. § 551.071: Consultation with Attorney on pending or contemplated litigation and on a matter in which the duty of the Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter:
(i) Land use and zoning matters, code enforcement, nuisances, and litigation under Texas Local Government Code Chapter 54.
(ii) Receive information about a formal complaint by a citizen.

B. § 551.074: Personnel Matters: to hear a complaint or charge against the city manager.

11. FUTURE AGENDA ITEMS

Council Members may request topics for future agenda meetings. No member of the City Council may discuss any of the requested subjects until such matter has been properly placed on the agenda.

12. ADJOURNMENT

I certify that this is a true and correct copy of the Murphy City Council Meeting Agenda and that this notice was posted on the designated bulletin board at Murphy City Hall, 206 North Murphy Road, Murphy, Texas 75094, a place convenient and readily accessible to the public at all times, and said notice was posted on October 28, 2026, by 5:00 p.m. and will remain posted continuously for 3 business days prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.

Kandi Jackson

Kandi Jackson, TRMC
City Secretary

In compliance with the American with Disabilities Act, the City of Murphy will provide reasonable accommodations for persons attending public meetings at City Hall. Requests for accommodations or interpretive services must be received at least 48 hours prior to the meeting. Please contact the City Secretary at 972.468.4011 or kjackson@murphytx.org.

Notice of Possible Quorum: There may be a quorum of the Animal Shelter Advisory Committee, the Board of Adjustment, the Building and Fire Code Appeals Board, the Ethics Review Commission, the Murphy Community Development Corporation, the Murphy Municipal Development District Board, the Park and Recreation Board and/or the Planning

and Zoning Commission members who may be present at the meeting or attending virtually, but they will not deliberate on any city or board business.

Proclamation

City of Murphy, Texas

Murphy Arbor Day
November 6, 2026

WHEREAS, Arbor Day was first celebrated in 1872 to encourage the planting of trees and continues as a tradition recognizing their vital role in sustaining our environment; and

WHEREAS, trees improve air quality, conserve energy, provide habitat for wildlife, and enhance the natural beauty of our parks and neighborhoods; and

WHEREAS, the City of Murphy is proud to have been recognized as a Tree City USA for fifteen consecutive years; and

WHEREAS, the City will celebrate Arbor Day by giving away 100 three-gallon trees at the Murphy Community Center on a first-come, first-served basis, encouraging residents to plant trees throughout the community; and

WHEREAS, these efforts reflect Murphy's ongoing commitment to preserving green spaces and investing in a healthy, sustainable future.

NOW, THEREFORE, I, Scott Bradley, Mayor of the City of Murphy, Texas, do hereby proclaim **Friday, November 6, 2026,** as

MURPHY ARBOR DAY

And encourage all residents to celebrate by caring for and planting trees throughout our community.

_____

Scott Bradley, Mayor
City of Murphy

MURPHY CITY COUNCIL MINUTES
REGULAR CITY COUNCIL MEETING
OCTOBER 20, 2026, AT 6:00 P.M.
COUNCIL CHAMBERS
206 NORTH MURPHY ROAD
MURPHY, TEXAS 75094

1. CALL TO ORDER
Mayor Scott Bradley called the Regular City Council Meeting to order at 6:00 p.m.

2. INVOCATION AND PLEDGE OF ALLEGIANCE
Mayor Scott Bradley gave the Invocation and led the Pledge of Allegiance.

3. ROLL CALL AND CERTIFICATION OF A QUORUM

COUNCIL PRESENT:	Mayor Scott Bradley
	Mayor Pro Tem Scott Smith
	Deputy Mayor Pro Tem Ken Oltmann
	Council Member Elizabeth Abraham
	Council Member Debbie Ison
	Council Member Kevin Kelley
COUNCIL ABSENT:	Council Member Jené Butler

4. PUBLIC COMMENTS

Muhammad Abdullah (address on file) provided general comments regarding governance.
Shazia Al Hassan (address on file) spoke regarding the City of Murphy Halloween event.

5. MAYOR'S REPORT

Assistant City Manager Jared Mayfield reminded everyone that the 2026 Community Survey is available on the City of Murphy website and will remain open until October 30, 2026.

6. PRESENTATIONS

A. Presentation: Employee of the Quarter. Chelsie Montgomery, Director of Administrative Services

Director of Administrative Services Chelsie Montgomery introduced Sammi Clark as Employee of the Quarter.
Assistant Fire Chief Joe Flowers presented Sammi Clark with the Employee of the Quarter award and expressed appreciation for her hard work.

B. Presentation: Water Loss. Donald Reese, Director of Public Works

Assistant Public Works Director Daniel Paredez presented the water loss report.

C. Presentation: Light Ordinance Review

Assistant City Manager Jared Mayfield presented the Light Ordinance Review.

7. INDIVIDUAL CONSIDERATION

A. Consider and/or Act on the October 6, 2026, Regular Council Meeting Minutes. Kandi Jackson, TRMC, City Secretary

COUNCIL ACTION: (Item 7.A) ***APPROVED***

Mayor Pro Tem W. Scott Smith moved to approve the October 6, 2026, Regular Council Meeting Minutes. Deputy Mayor Pro Tem Kenneth Oltmann seconded the motion. For: Unanimous. Absent: Council Member Jené Butler. The motion carried by a vote of 6-0.

8. EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Subchapter D, the City Council recessed into Executive Session (closed meeting) at 6:21 p.m. to discuss the following:

A. § 551.071: Consultation with Attorney on pending or contemplated litigation and on a matter in which the duty of the Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter:
(i) Land use and zoning, code enforcement, nuisances, and litigation under Texas Local Government Code Chapter 54.
(ii) Receive information about a formal complaint by an employee.

9. RECONVENE INTO REGULAR SESSION

The City Council reconvened into Regular Session at 7:25 p.m., pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, to take any action necessary regarding:

A. § 551.071: Consultation with Attorney on pending or contemplated litigation and on a matter in which the duty of the Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter:
(i) Land use and zoning, code enforcement, nuisances, and litigation under Texas Local Government Code Chapter 54.
(ii) Receive information about a formal complaint by an employee.

COUNCIL ACTION: ***NO ACTION TAKEN***

10. FUTURE AGENDA ITEMS

Council Members may request topics for future meeting agendas. No member of the City Council may discuss any of the requested subjects until such matter has been properly placed on the agenda.

No future agenda items were presented.

11. ADJOURNMENT

With no further business, Mayor Scott Bradley adjourned the meeting at 7:26 p.m.

APPROVED BY:

Scott Bradley, Mayor

ATTEST:

CITY OF MURPHY TEXAS SEPTEMBER 29, 1958

Kandi Jackson

Kandi Jackson, City Secretary

CITY OF MURPHY
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Administration
November 3, 2026

ISSUE:
Consider and/or Act on a Resolution accepting the donation of real property located at 321 McMillen Road and legally described as Lot 1, Block A, Chase Addition.

SUMMARY:
Anita and Andrew Chase desire to donate their 7.2 acres of property located at 321 McMillen Road, Murphy Texas 75094 as part of their estate planning to the City of Murphy. This Resolution accepts that future donation subject to the following terms and conditions:

1. A minimum of four (4) acres of the Property shall be dedicated and used as park land and shall be named as the "Nathan P. Chase Park."
2. Any remaining acreage of the Property shall be conveyed to the City of Murphy for its discretionary use.
3. This distribution is contingent upon whatever portion of the Property remains owned by the Chase estate and is part of their estate upon the deaths of both of them. Their Trustee shall distribute only the portion of the Property remaining in their estate at the time of the death of the survivor of both of them.
4. If, at the time of distribution, the City of Murphy no longer exists and has no successor in interest, or its successor in interest cannot be identified with reasonable certainty, or if the City of Murphy will not use the required minimum of four (4) acres as park land and name such park as the "Nathan P. Chase Park," then this distribution shall lapse, and their Trustee shall instead distribute this property under the other provisions of the trust.

Should the Council desire to accept this donation, the property offers a north/south trail connection location between McMillen Road and Betsy Lane. The remaining 3.2 acres of property could be utilized to fund the future park's development.

ACTION REQUIRED:
Consider and/or act on the Resolution.

ATTACHMENTS:
Resolution
Location Map

RESOLUTION NUMBER 26-R-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, STATING THE CITY COUNCIL'S INTENTION TO ACCEPT A DONATION OF REAL PROPERTY FROM ANITA AND ANDREW CHASE; PROVIDING FOR FINDINGS OF FACT; SEVERABILITY; AND AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the City of Murphy, Texas is allowed to accept the donation of real property, and;

WHEREAS, the Trust of Anita and Andrew Chase desires to designate for donation upon the passing of the donors, approximately 7.2 acres of real property located within the city limits for the purpose of establishing a public park the property being further described as 321 McMillen Road, Lot 1, Block A, Chase Addition, and;

WHEREAS, the City Council finds that acceptance of the real property serves a valid public purpose, as the property would allow further connection between existing and planned public park lands.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AS FOLLOWS:

SECTION 1. That the foregoing recitals are hereby found to be true and correct legislative findings of the City of Murphy, Texas, and are fully incorporated into the body of this Resolution.

SECTION 2. That the City Council of the City of Murphy accepts the donation of the real property identified as 321 McMillen Road, Murphy, Texas 75094 and legally described as Lot 1, Block A, Chase Addition.

SECTION 3. That the City of Murphy authorizes the City Manager to execute a Donation Agreement and related documentation on behalf of the City subject to approval by the City Attorney and consistent with the following conditions:

1. A minimum of four (4) acres of the Property shall be dedicated and used by the City as park land and shall be named as the "Nathan P. Chase Park."

2. Any remaining acreage of the Property shall be conveyed to the City of Murphy for its discretionary use.

3. This distribution is contingent upon whatever portion of the Property remains owned by the Chase estate and is part of their estate upon the deaths of both of them. The Trustee of the Chase

Estate shall distribute only the portion of the Property remaining in their estate at the time of the death of the survivor of both of them.

4. If, at the time of distribution, the City of Murphy no longer exists and has no successor in interest, or its successor in interest cannot be identified with reasonable certainty, or if the City of Murphy will not use the required minimum of four (4) acres as park land and name such park as the "Nathan P. Chase Park," then this distribution shall lapse, and their Trustee shall instead distribute this property under the other provisions of the trust.

SECTION 4. Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full fort and effect.

SECTION 5. This Resolution shall become effective from and after its passage.

DULY RESOLVED by the City Council of the City of Murphy, Collin County, Texas, on this the 3rd day of November, 2026.

APPROVED:

_____
Scott Bradley, Mayor

ATTEST:

_____
Kandi Jackson, City Secretary

APPROVED AS TO FORM:

_____
Jonathan Moss, Assistant City Attorney

Location Map



CITY OF MURPHY
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Finance Department
November 3, 2026

ISSUE:
Consider and/or Act on an Ordinance approving the 2026 Tax Roll Summary of the City of Murphy, Texas, Murphy Municipal Development District, and Murphy Community Development Corporation. Berna Fitzpatrick-Walker, CGFO, Finance Director

SUMMARY:
Texas Property Tax Code, Section 26.09 (e) states, "The assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amounts of tax entered as approved by the governing body constitutes the unit's tax roll." The 2026 Tax Roll Summary report dated October 1, 2026, was received from the Collin County Tax Assessor on October 5, 2026. To fulfill the requirements of the Texas Property Tax Code, Section 26.09 (e), approval of the 2026 Tax Roll Summary is recommended.

FINANCIAL CONSIDERATIONS:
The 2026 Tax Roll Summary report dated October 1, 2026, provides an updated taxable value of $4,113,885,034. The budget for FY2026 was based on the certified taxable value of $4,079,028,455, an increase of $34,856,579. This increase in taxable value increases M&O Revenue by approximately $126,123.

ACTION REQUIRED:
Approval of the Ordinance for the 2026 Tax Roll Summary of the City of Murphy, Texas, Murphy Municipal Development District and Murphy Community Development Corporation, providing for repealing, savings and severability clauses; and providing for an effective date.

ATTACHMENTS:
Ordinance Tax Roll Summary
2026 Tax Roll Summary

ORDINANCE NUMBER 26-11-XXXX

AN ORDINANCE APPROVING THE 2026 TAX ROLL SUMMARY OF THE CITY OF MURPHY, TEXAS, MURPHY MUNICPAL DEVELOPMENT DISTRICT AND MURPHY COMMUNITY DEVELOPMENT CORPORATION; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, in accordance with the Texas Tax Code, it is necessary for the 2026 Tax Roll Summary, which constitutes the 2026 Tax Roll for the City of Murphy, to be approved by the City Council; and

WHEREAS, the City Council of the City of Murphy finds and determines that approving the tax roll is in the best interest of the citizens of the City of Murphy.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS:

Section 1: Tax Roll Summary Approved. The City Council of the City of Murphy hereby accepts and approves the 2026 Tax Roll Summary as submitted by the Collin County Tax Assessor Collector which constitutes the 2026 Tax Roll for the City of Murphy, which is attached hereto and labeled "Exhibit A"; and

Section 2: Savings Clause. That all rights and remedies of the City of Murphy are expressly saved as to any and all violations of the provisions of any Ordinances that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 3: Cumulative/Repealer Clause. This Ordinance shall be cumulative of all other Ordinances of the City of Murphy and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance or where expressly repealed hereby. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

Section 4: Severability Clause. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Murphy hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

Section 5: That this Ordinance shall take effect and be enforced from and after its passage.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Murphy, Texas, on this 3rd day of November 2026.

_____
Scott Bradley, Mayor
City of Murphy

ATTEST:

_____
Kandi Jackson, City Secretary
City of Murphy

APPROVED AS TO FORM AND LEGALITY:

_____
Jonathan Moss, Assistant City Attorney

EXHIBIT A

SCOTT GRIGG
TAX ASSESSOR COLLECTOR
COLLIN COUNTY
2300 Bloomdale Road, Ste. 2366
P.O. Box 8046
McKinney, TX 75070-8046
(972) 547-5020
FAX (214) 491-4808
Email: **sgrigg@co.collin.tx.us**

October 1, 2026

Scott Bradley, Mayor
City of Murphy
206 North Murphy Road
Murphy, TX 75094

Dear Mayor Bradley,

Attached is the 2026 Tax Roll Summary for City of Murphy.

Submission of the 2026 Tax Roll to your governing body for approval, in accordance with *Texas Property Tax Code*, Section 26.09, will constitute the 2026 Tax Roll for City of Murphy.

Please provide my office a copy of your ordinance approving the Tax Roll at your earliest convenience. While this is a formality in the Texas Property Tax Code, we do want to fulfill the requirements of the law and do appreciate your cooperation.

Please feel free to reach out to me if I can be of any assistance or answer any questions.

Sincerely,

Scott Grigg

Scott Grigg, CFE, CTOP, PCC, PCAC

SG:jd

cc: Berna Fitzpatrick-Walker

2026 TAX ROLL SUMMARY — 21 - MURPHY CITY

	Amount		Count
NUMBER OF ACCOUNTS			7,161
MARKET VALUES			
ROLLCODE: PERSONAL			
Personal	$96,668,391		
ROLLCODE: REAL			
Agriculture	$10,075,595		
Improvement	$2,736,036,155		
Improvement Non-Home Site	$389,393,931		
Land	$1,002,897,240		
Land Ag Land	$5,371		
Land Non-Home Site	$289,951,334		
TOTAL MARKET VALUE		**$4,525,028,017**	
DEFERRALS			
Ag	$10,075,595		10
TOTAL DEFERRALS		**$10,075,595**	
EXEMPTIONS			
145(b) - Single Situs Single Owner	$25,829,596		528
145(d) - Multiple Situs Leases	$103,306		2
145(d1) - Multiple Situs Consignment	$809,071		10
145(f) - Single Situs Related Business	$250,000		4
23.231 Circuit Breaker Limitation	$6,415,579		66
Autos , XO , PPV , XO , PPV	$14,517,250		26
Cap Adjustment , XT , XT	$18,734,276		905
Disabled	$4,200,000		89
Disabled Veteran	$42,148,377		174
Fire Destroyed Homestead	$596,879		1
Homestead	$0		10
Miscellaneous , XV , XV	$221,967,237		177
Over 65	$65,437,500		1,351
Pollution Control	$58,315		2
Solar/Wind	$2		10
Surviving Spouse Disabled Person	$0		2
TOTAL EXEMPTIONS		**$401,067,388**	
GRAND TOTAL FOR DEFERRALS AND EXEMPTIONS		**$411,142,983**	
TOTAL MARKET VALUE		**$4,525,028,017**	
TAXABLE VALUE		**$4,113,885,034**	
TAX RATE		**0.361832**	
ROLLCODE: PERSONAL			
Levy	$199,024.20		550
ROLLCODE: REAL			
Levy	$14,686,328.74		6,611
TOTAL LEVY		**$14,885,352.94**	
LEVY LOST DUE TO FROZEN		**$0.00**	
OTHER LOST LEVY		**$0.00**	
TOTAL LOST LEVY		**$0.00**	

TaxRollSummary.rpt Revised October 01, 2026

2026 TAX ROLL SUMMARY 21 - MURPHY CITY

Calculation Analysis

	Calc Levy	- Tax Amount	=	Diff.	Market Value	Exemption	Taxable Value
Frozen	0.00	0.00		0.00	0	0	0
DV100 (Excl. Frozen)	1,296.01	1,296.01		0.00	39,648,940	39,041,296	607,644
Prorated (Excl. Frozen	0.00	0.00		0.00	0	0	0
Other	14,884,056.93	14,884,056.93		0.00	4,485,379,077	372,101,687	4,113,277,390
Total	14,885,352.94	14,885,352.94		0.00	4,525,028,017	411,142,983	4,113,885,034
DV100 (Incl. Frozen)	0.00	0.00		0.00	0	0	0
Prorated (Incl. Frozen	0.00	0.00		0.00	0	0	0

CITY OF MURPHY
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City Secretary
November 3, 2026

ISSUE:
Consider and/or Act on canceling the first Regular Council Meetings in October; the December 15, 2026, and December 21, 2027, Regular City Council Meetings. Kandi Jackson, TRMC, City Secretary

SUMMARY:
Traditionally, the City Council holds only one meeting in December due to the holiday season. Securing a quorum for a second meeting can be challenging because the meeting would fall close to the Christmas holiday. Canceling the second meeting in December would help avoid potential quorum issues and provide staff with sufficient time to communicate the schedule to residents.

Additionally, the first City Council meeting in October may be canceled to allow Council members and staff to attend and participate in the City's annual National Night Out event. This community-building event provides an opportunity for City officials to engage with residents, promote neighborhood safety, and strengthen relationships between law enforcement and the community.

The City Charter, Article III, The City Council, Section 3.09, Meeting of the City Council, states the following:

(1) The City Council shall meet regularly at such dates and times as may be prescribed by ordinance or resolution, but not less than once each calendar month, to transact the business of the City.

Additionally, the Code of Ordinances, Division 2, Governance Policy and Rules of Procedure, Section 1.02.035, Meetings, states the following:

(a) Regular meetings. The council shall meet regularly at such times as prescribed by the Charter, but no less frequently than once a month, and the regular meetings will begin at 6:00 p.m. unless postponed or canceled for a valid reason(s). Regular meetings will be open to the public in accordance with the Texas Open Meetings Act.

A list of City Council meeting dates and holidays is provided for your reference.

ATTACHMENTS:
2026 & 2027 Calendar for Council Dec Cancelation

2026

Meeting Date	City Holiday
January 6, 2026	Jan 1-New Year's Day
January 20, 2026	Jan 19-Martin Luther King Jr. Day
February 3, 2026	
February 17, 2026	Feb 16-President's Day
March 3, 2026	
March 17, 2026	
April 7, 2026	Apr 3-Good Friday
April 21, 2026	
May 5, 2026	
May 19, 2026	May 25-Memorial Day
June 2, 2026	
June 16, 2026	Jun 19-Juneteenth
July 7, 2026	Jul 4-Independence Day
July 21, 2026	
August 4, 2026	
August 18, 2026	
September 1, 2026	Sept 7-Labor Day
September 15, 2026	
October 6, 2026	
October 20, 2026	Oct 12-Columbus Day
November 3, 2026	Nov 11-Veteran's Day
November 17, 2026	Nov 26 & 27-Thanksgiving
December 1, 2026	
December 15, 2026	Dec 24 & 25-Christmas

2027

Meeting Date	City Holiday
January 5, 2027	Jan 1- New Year's Day
January 19, 2027	Jan 18-Martin Luther King Jr. Day
February 2, 2027	
February 16, 2027	Feb 15-President's Day
March 2, 2027	
March 16, 2027	Mar 26-Good Friday
April 6, 2027	
April 20, 2027	
May 4, 2027	
May 18, 2027	May 31-Memorial Day
June 1, 2027	
June 15, 2027	Jun 19-Juneteenth
July 6, 2027	Jul 4-Independence Day
July 20, 2027	
August 3, 2027	
August 17, 2027	
September 7, 2027	Sept 6-Labor Day
September 21, 2027	
October 5, 2027	
October 19, 2027	Oct 11-Columbus Day
November 2, 2027	Nov 11-Veteran's Day
November 16, 2027	Nov 25 & 26-Thanksgiving
December 7, 2027	
December 21, 2027	Dec 24 &25-Christmas

CITY OF MURPHY
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Public Works
November 3, 2026

ISSUE:
Consider and/or Act on a Resolution authorizing the City Manager to execute a Connected Building Service Agreement with Trane U.S., Inc. to provide inspection, maintenance, and analytics/scheduling for the City's various building systems in an amount not to exceed $353,640.00, as described in the annual fee schedule shown in the attached Agreement. Donald Reese, Director of Public Works.

SUMMARY:
The scope of services for this agreement includes quarterly inspections, preventative maintenance, and cloud-based analytics and monitoring of the equipment listed in the Agreement, along with a customer accessible building automation portal for monitoring and adjusting various building systems in real time.

This is a five-year agreement with annual payments as follows:

Year 1 - $64,152.00
Year 2 - $67,308.00
Year 3 - $70,584.00
Year 4 - $74,004.00
Year 5 - $77,592.00

Each year will be billed separately, and the service can be canceled at any time with a 30-day written notice.

At the end of year 5, this agreement will renew automatically in successive 5-year periods.

FINANCIAL CONSIDERATIONS:
Funds are available in account 10-5451-3601-0000 – Facilities Buildings and Grounds Maintenance

ACTION REQUIRED:
Consider and/or act on the Resolution. Staff recommends approval.

ATTACHMENTS:
Trane Service Agreement - Resolution v2 JM
Murphy Municipal Center 2026 5 YR PM Contract R2 - 8620730

RESOLUTION NO. 26-R-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONNECTED BUILDING SERVICE AGREEMENT WITH TRANE U.S., INC.

WHEREAS, the City of Murphy, Texas (the "City") is a local government in the State of Texas and is empowered by the Texas Local Government Code, Chapter 271, Subchapter D and Texas Government Code Section 2054.0565 (b) to make purchases under a qualified state cooperative purchasing contracts, satisfying any state law requiring local governments to seek competitive bids for the purchase of the item(s); and

WHEREAS, the City participates in the OMNIA Partners cooperative purchasing group, as permitted by state law;

WHEREAS, the City wishes to enter into a new Agreement with Trane U.S., Inc. through OMNIA partners to provide inspection, maintenance, analytics, and scheduling for the City's various building systems; and

WHEREAS, the total cost to perform the described work is not to exceed $353,640.00 over the five-year agreement period.

WHEREAS, the City Council finds that entering into the Agreement is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AS FOLLOWS:

SECTION 1. The City Council hereby approves the agreement with Trane U.S., Inc. and authorizes the City Manager or her designee to execute the agreement with Trane U.S., Inc., attached hereto as **EXHIBIT "A"**.

SECTION 2. This resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED by the City Council of the City of Murphy, Collin County, Texas, on this the 3rd day of November 2026.

APPROVED:

_____
Scott Bradley, Mayor

ATTEST:

_____
Kandi Jackson, City Secretary

APPROVED AS TO FORM:

_____
Jonathan Moss, Asst. City Attorney

Exhibit A

CONNECTED BUILDING SERVICE AGREEMENT

Trane Office
Trane U.S. Inc.
1617 Hutton Drive
Carrollton, Texas 75006

Trane Representative
Josh Wendt
Cell: (469) 346-6449
Office: (469) 758-3000

Proposal ID
8620730

Master Agreement
8620730M

CO-OP Quote Number
L3-02-10622-26-008

CO-OP or Federal Contract ID
OMNIA Racine #3341

Company Name
Murphy City Of
206 N Murphy Rd
Murphy, Texas 75094-7509
Brett Bertelli

Sites Included:
Murphy 911 Radio Building
Murphy Activity Center
Murphy Lift Station
Murphy Municipal Center
Murphy Pump Station
Murphy Animal Control

September 30, 2026

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EXECUTIVE SUMMARY

Connected Building Services



This **Connected Building Service Agreement** from Trane provides a more proactive approach to help maintain and manage your building. Using your building's data and Trane's analytics, you'll receive detailed insights that help you understand how your building is performing.

This service agreement model from Trane provides both typical service activities and optional add-ons to meet your unique needs.

Typical Activities	Optional Add-Ons*
• Annual and Operating Inspections: Helps keep your system up to date and provides a system health check at the right cadence for you to determine how your BAS is operating and what needs to be addressed. • System Analysis: Detailed understanding of what system issues may be occurring using cloud-based analytics.	• Remote Customer Support: Access to local call center resources to support your daily needs. • Customer Coaching: Our BAS experts help provide you the support you need to help operate your system effectively. • Trane® Connect™ Dashboards: Access to always live dashboards in our cloud system to monitor your key performance indicators, supported by our technical experts to setup and modify to meet your needs. • Remote Resolution Center: Leveraging our 24/7/365 national-level resources to remotely assist your teams with alarm response or operational needs.

**Additional options may be added depending on your needs, as appropriate.*

This **Connected Building Service Agreement** includes:

- Trane® Connect™ is a secure, cloud-based customer portal to access your building systems remotely and access to dashboards and other reports.
- Digital Analytics – analytics that run 24/7/365, collecting data from your connected equipment and systems, arming your technician with added insights into your building performance.

As an HVAC service provider, Trane offers many advantages:

- Your HVAC equipment is being serviced according to OEM best practices.
- Priority service available 24 hours a day.
- Advanced diagnostic technologies allow our technicians to analyze system performance comprehensively.

Why Trane? We Focus on Better Buildings.

When it comes to service effectiveness, experience matters.

- 100+ years of system and equipment experience
- 40+ years in building automation systems (BAS)
- 20+ years in energy services

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SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane helps protect and enhance full system functionality by supporting the maintenance of components to OEM standards, as well as tailoring the system to your needs. The following are the standard inclusions of your service agreement:

ON-SITE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running reliably and help prevent unplanned downtime.

Implementation:

- Technician visits are scheduled in advance through one assigned maintenance team for all HVAC equipment brands
- On-site service is completed during normal business hours
- Receive consistent service outcomes through proprietary maintenance procedures



DIGITAL INSPECTIONS

Help enhance system visibility with on-demand and scheduled digital inspections. Digital review of HVAC and BAS equipment enabled through connected system and unit controllers. And because it's connected, it can be done from anywhere, with your unique needs taken into consideration.

Implementation:

- Trane factory certified technicians will troubleshoot and address root causes
- Proactively identify potential issues and required changes
- Receive deeper insights through data and analysis from your connected systems



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HVAC EQUIPMENT COVERAGE

Murphy 911 Radio Building

The following "Covered Equipment" will be serviced at Murphy 911 Radio Building:

Equipment	Manufacturer	Model Number	Serial Number
Bard Unit	Bard Manufacturing Company Inc	W70A1-A10X	337L092653211-02
Bard Unit	Bard Manufacturing Company Inc	W70A1-A10X	337L092653212-02

Service Description	Quantity Per Term
Quarterly Maintenance (Service 13)	15
Condenser Coil Cleaning (Service 17)	5
Annual Cooling Inspection (Service 19)	5

Murphy Activity Center

The following "Covered Equipment" will be serviced at Murphy Activity Center:

Equipment	Manufacturer	Model Number	Serial Number
RTU	Trane	YSD180G4RL	182610424D
RTU	Trane	YSD180G4RL	182610425D

Service Description	Quantity Per Term
Condenser Coil Cleaning (Service 9)	5
Voyager Cooling Annual Start Up (Service 20)	5
Voyager Quarterly Inspection (Service 22)	15

Murphy Lift Station

The following "Covered Equipment" will be serviced at Murphy Lift Station:

Equipment	Manufacturer	Model Number	Serial Number
RTU	Marvair	AVPA24ACD0	KA-F125794-0-1

Service Description	Quantity Per Term
Annual Maintenance (Service 12)	5
Quarterly Maintenance (Service 14)	15
Condenser Coil Cleaning (Service 18)	5

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Murphy Municipal Center

The following "Covered Equipment" will be serviced at Murphy Municipal Center:

Equipment	Manufacturer	Model Number	Serial Number
Tracer Ensemble	Trane	6400245401	E12D20903

Service Description	Quantity Per Term
Connected Controls - Annual Inspection - Onsite (Service 1) – SMP Included	5
Connected Controls - Operating Inspection - Remote (Service 3)	5

Equipment	Manufacturer	Model Number	Serial Number
Tracer SC+	Trane	X136516950	E18H01200
Tracer SC+	Trane	X136516950	E18H01224
Tracer SC+	Trane	X136516950	E18H01231
Tracer SC+	Trane	X136516950	E21L16494

Service Description	Quantity Per Term
Connected Controls - Annual Inspection - Onsite (Service 2) – SMP Included	5
Connected Controls - Operating Inspection - Remote (Service 4)	5

Equipment	Manufacturer	Model Number	Serial Number
Air-Cooled Chiller	Trane	CGAM060F2Q	U18H69430
Air-Cooled Chiller	Trane	CGAM070F2Q	U18H69431
Air-Cooled Chiller	Trane	CGAM100F2W	U21D00588

Service Description	Quantity Per Term
CGAM Coil Cleaning (Service 5)	5
CGAM Annual Inspection (Service 6)	5
CGAM Quarterly Inspection (Service 7)	15

Equipment	Manufacturer	Model Number	Serial Number
AHU P-2	Trane	MCCB008UA0	K04D51550
AHU F-1	Trane	MCCB008UA0	K04D51612
AHU F-3	Trane	MCCB012UA0	K04D51542
AHU F-2	Trane	MCCB014UA0	K04D51619
AHU C-3	Trane	MCCB014UA0	K04D52050
AHU C-1	Trane	MCCB021UA0	K04D51565
AHU C-2	Trane	MCCB021UA0	K04D51579
AHU P-1	Trane	MCCB030UA0	K04D51626

Service Description	Quantity Per Term
M Series Annual (Service 10)	5
M Series Quarterly (Service 11)	15

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Equipment	Manufacturer	Model Number	Serial Number
Chill Water Loop	Trane	N/A	MCMWATER
Chill Water Loop	Trane	N/A	MCMWATER1
Chill Water Loop	Trane	N/A	MCMWATER2
Hot Water Loop	Trane	N/A	MCMWATER3
Hot Water Loop	Trane	N/A	MCMWATER4
Hot Water Loop	Trane	N/A	MCMWATER5

Service Description	Quantity Per Term
WTR-130 CHW-HW (Closed Loop System) Periodic Insp (Service 23)	20

Murphy Pump Station

The following "Covered Equipment" will be serviced at Murphy Pump Station:

Equipment	Manufacturer	Model Number	Serial Number
RTU	Trane	TSC048G4E0	190611947L

Service Description	Quantity Per Term
Condenser Coil Cleaning (Service 8)	5
Precedent Cooling Pre-Season Annual Start-Up (Service 15)	5
Precedent Quarterly Inspection (Service 16)	15

Murphy Animal Control

The following "Covered Equipment" will be serviced at Murphy Animal Control:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Rooftop Air Conditioners - Generic	1	AAON Inc	RN-013-8-0	201405-ANEK10530	

Service Description	Quantity Per Term
Aaon Cooling Annual Pre-Season Start Up (Service 24)	5
Aaon Heating Annual Pre-Season Start Up (Service 25)	5
Aaon Quarterly Inspection (Service 26)	10
Condenser Coil Cleaning (Service 27)	5

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SITE COVERAGE

The following Sites are included:

Murphy 911 Radio Building	440 Betsey Lane, Murphy, TX 75094
Murphy Activity Center	201 N Murphy Rd, Murphy, TX 75094
Murphy Lift Station	721 W FM 544, Murphy, TX 75094
Murphy Municipal Center	206 N Murphy Rd, Murphy, TX 75094
Murphy Pump Station	600 Hawthorne Drive, Murphy, TX 75094
Murphy Animal Control	203 N Murphy Rd, Murphy, TX 75094

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PRICING AND ACCEPTANCE

Brett Bertelli
Murphy City Of
206 N Murphy Rd
Murphy, Texas 75094-7509

Site Address:
Refer to the Site Coverage Page

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled “Connected Building Service Agreement,” the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the “Service Agreement” or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the “Terms and Conditions,” and “Scope of Services” sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the “Service Fee(s)”) for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount	Payment	Payment Term
Year 1	$64,152.00	$16,038.00	Quarterly
Year 2	$67,308.00	$16,827.00	Quarterly
Year 3	$70,584.00	$17,646.00	Quarterly
Year 4	$74,004.00	$18,501.00	Quarterly
Year 5	$77,592.00	$19,398.00	Quarterly

☐ Anticipation Discount Program (ADP). A one-time **3.25%** discount is offered for full payment of 1 year in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be **$2,084.94** if this option is selected. Tax will be calculated based upon the pre-discounted price. The ADP is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a “Service Project” is included in the Agreement, the Cancellation Fee set forth in “Exhibit A” Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Tariffs

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

Term

The Initial Term of this Service Agreement is **5 years**, beginning **October 1, 2026**. However, Trane’s obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on **September 30, 2031**, this Agreement shall renew automatically for successive periods of 5 years (the “Renewal Term”) until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 1617 Hutton Drive, Carrollton, Texas 75006.

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Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer

This Agreement may be cancelled upon the prior written notice of either party to the other (for any reason or no reason) thirty (30) days prior to the effective date of cancellation; provided, however, that, in the event of a cancellation by Customer, Customer shall pay to Company for all Services performed by Company

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
	Trane U.S. Inc.
_____	_____
Authorized Representative	Submitted By: Josh Wendt
_____	Proposal Date: September 30, 2026
Printed Name	Cell: (469) 346-6449
_____	Office: (469) 758-3000
Title	License Number: TACLA139379C
_____	_____
Purchase Order	Authorized Representative
_____	_____
Acceptance Date	Title
	_____
	Signature Date

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TERMS AND CONDITIONS - SERVICE

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Trane Digital Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in,

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on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING TRANE DIGITAL SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

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15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

20. Export Laws. The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

21. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations, and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue: (4)

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waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0325)
Supersedes 1-26.130-7 (0225)

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SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:
"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.
"Equipment" shall have the meaning set forth in the Agreement.
"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.
"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.
"Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
   a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
   b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
   c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
   d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
   e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "***Laws***").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("***Information Security Program***"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. Information Security Contact. Trane's information security contact is Local Sales Office.

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9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
    (i) Data backups; and
    (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
Supersedes: November 2023v2

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TERMS AND CONDITIONS – Connected Analytics Package Subscription

1. Terms Supplemental. These terms and conditions ("CAP Subscription Terms") are supplemental to the Terms and Conditions (Service) and an integral part of Company's offer to sell Software as a Service that provides internet-based access to the hosted Connected Analytics Package (CAP) application ("CAP Subscription") as part of an Energy Advisory Services offer. The Terms and Conditions (Service) apply to the CAP Subscription, except as the context indicates otherwise.

2. Definitions.

"**Malicious Code**" means any virus, worm, time bomb, Trojan horse or other code, file, script, agent, software program or device that may prevent, impair, or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data; or adversely affect the user experience.

"**Customer Data**" means all Customer electronic data or information collected through and stored in connection with the CAP Subscription.

"**Users**" means individuals who have been authorized by Customer to use the Services and who have been supplied user identifications and passwords to access the Services by Customer (or by Company at Customer's request). Users may include but are not limited to Customer's employees, consultants, contractors and agents; or third parties with which the Customer transacts business. Persons or entities that are competitors to Company are not authorized to access or use the Services and may not be permitted by Customer to access or use the Services.

3. Software as a Service CAP Subscription. Upon commencement of the CAP Subscription and for the CAP Subscription Term, Customer will have the nonexclusive, non-assignable, royalty free, worldwide limited right to use the CAP Subscription services solely for your internal business operations and subject to the CAP Subscription Terms and Terms and Conditions (Service). Customer may allow its Users to use the CAP Subscription services for this purpose and Customer is responsible for Users' compliance herewith. Customer agrees that it does not acquire any license to the Trane Energy Manager program. The CAP Subscription includes provisions for the collection of data from meters, loggers, systems, or devices ("Data Collection") and regular database backups. The CAP Subscription does not cover support of Customer's computer hardware, data network, or communications infrastructure, or Internet browsers used to access the CAP Subscription. Customer hereby accepts, and upon initial use of CAP Subscription, each Customer User will be required to accept these CAP Subscription Terms. User access shall terminate on the same date as the applicable CAP Subscription Term

4. Subscription Term. The initial CAP Subscription Term commences on the date that Customer receives access to the CAP Subscription service and continues for as long as set forth in the Proposal, subject to automatic renewal for succeeding 12 month terms as provided in the Terms and Conditions (Service).

5. Customer's Responsibilities. Customer shall (i) be responsible for Users' compliance with these terms and conditions, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the CAP Subscription, and notify Provider promptly of any such unauthorized access or use, (iii) use the CAP Subscription only in accordance with these terms and conditions and Customer's Service Agreement with Trane and applicable laws and government regulations, (iv) provide Company with all necessary cooperation in relation to these terms and conditions and necessary access to such information as may be required for providing the CAP Subscription, and (v) pay all fees when due for the CAP Subscription and Service Agreement. Customer shall not (i) permit any third party to access the CAP Subscription or physical hardware deployed at Customer's facilities to enable operation of the CAP Subscription except as expressly permitted herein or in an Order Form, (ii) modify or create derivative works based on any part or content of the CAP Subscription, (iii) copy, frame or mirror any part or content of the CAP Subscription, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes, (iv) reverse engineer, disassemble or decompile the CAP Subscription, or (v) access the CAP Subscription in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the CAP Subscription. In addition, Customer shall not (m) make the CAP Subscription available to anyone other than Users, (n) sell, resell, rent, license, share or lease the CAP Subscription, (o) use the CAP Subscription to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (p) use the CAP Subscription to store, distribute or transmit Malicious Code, (q) interfere with or disrupt the integrity or performance of the CAP Subscription or third-party data contained therein, or (r) attempt to gain unauthorized access to the CAP Subscription or their related systems or networks.

6. Cancellation. In the event of a cancellation of the CAP Subscription by Customer, Customer shall not be entitled to any refund of price and Customer shall immediately pay all amounts then due.

7. Customer Breach; Termination. Company may terminate the CAP Subscription upon 14 days written notice to Customer of a material breach if such breach remains uncured at the expiration of such period. . Upon termination, Customer shall not be entitled to any refund of the price paid to Company.

8. Availability. Company shall exercise reasonable care in providing the CAP Subscription and use commercially reasonable efforts to make the service available at all times. The CAP Subscription is accessible via the internet and thus subject to limitations, delays, and other problems inherent to the operation of internet and electronic communications. Company is not responsible for delivery failures or other damage resulting from such problems. Where possible, Company will notify User(s) identified by the Customer during execution of Service Agreement to be the primary contact for Customer ("Named Users"), and raise support issues with Company of non-availability of the CAP Subscription. It is the responsibility of the Named Users to provide this information to all Users of CAP Subscription associated with Customer. Company shall be entitled, without any liability, to carry out ongoing maintenance, updating or alterations to CAP Subscription Service that may result in loss of access from time to time without prior notice. Service features that interoperate with Trane Energy Manager software depend on the continuing availability of the third party APIs and programs for use with the CAP Subscription. If said parties cease to make the API or program available on reasonable terms for the CAP Subscription, Company may be interrupted from providing such features without entitling Customer to any refund, credit, or other compensation.

9. Software Upgrades. Software upgrades to CAP Subscription will be applied by the Company as soon as commercially reasonable after a new version is available. These will always be provided during the term of the Agreement and there is no provision for maintaining any other version than the current version in the SaaS environment.

10. Database Backup. Short term and long term database backups are performed at the sole discretion of the Company.

11. Data Collection. Where Customer has placed an order that includes CAP Subscription from Company, data will be collected from the designated meters, loggers, or devices and imported into CAP Subscription. It is Customer's responsibility to check CAP Subscription or configure appropriate alarms to ensure that data is appearing as expected. If data is missing, Customer should raise the issue as a request for support through the local Company office. Customer is free to export its own data from CAP Subscription at any time using the standard CAP Subscription export functions.

12. Ownership of Data. All data relating to the performance and condition of Customer building systems that Company collects in connection with the CAP Subscription shall be owned by Customer, provided that Customer grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company collects from Customer will not include any personal or individual information beyond that required for User access and account management. In providing the CAP Subscription, Company will comply with the Trane Technologies Data Protection and Privacy Policy, which is available at https://www.tranetechnologies.com/privacy-policy.html.

13. Data Retention. Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. Company will use commercially reasonable efforts to store Customer's data for up to 3 months. There is no guarantee as to the availability of the data.

14. Communications – Analog Modem Facilities. Customer authorizes Company to utilize Customer's telephone line to provide the services and acknowledge that, unless an exclusive telephone line has been provided for performance of the services, the telephone line may be unavailable for Customer's use for extended periods of time while data is being collected from Customer's building systems and equipment. Company is not responsible for any adverse impact to Customer's communications infrastructure. Customer understands that Company will not be able to collect data when the telephone line or other transmission mode is not operating or has been cut, interfered with or is otherwise damaged or if Company is unable to acquire, transmit or maintain a connection over Customer's telephone service.

15. Communications – Ethernet. Customer authorizes Company to utilize Customer's network infrastructure to provide the contracted services and acknowledge that Company is not responsible for any adverse impact to Customer's communications infrastructure. Customer understands that Company will not

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be able to collect data when network issues do not allow for successfully communications between Company data collection devices and the data sources. Interruption of external Internet communications of longer than 24 hours may result in loss of data and degradation of service levels. Interruption of communications can be classified as failure of transmitting or receiving packet transmissions, interfered with or is otherwise damaged or if Company is unable to acquire, transmit or maintain a connection over network or the internet for any reason including network or ISP outage or other network/ISP problems such as congestion or downtime, routing problems, or instability of signal quality.

16. Logging and Data Mining. Customer grants Company the unrestricted right, but not the obligation, to log web addresses and/or mine other information and/or data relating to services and information accessed or requested (a) to provide better support, services and/or products to Users of Company products and services, (b) to verify compliance with the terms of the Agreement and the Supplemental Terms and Conditions, (c) for use by Company for statistical or other analysis of the collective characteristics and behavior of users, (d) to backup user and other data or information and/or provide remote support and/or restoration, (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including histories or trending of any of the foregoing, and (f) to otherwise understand and respond to the needs of the users of Company products and services.

17. Anti-Virus Prevention. Company maintains antivirus checking software on the network and has a strict policy on checking all software loaded onto the SaaS environment. However, due to the nature of computer viruses, Company is not able to guarantee that provision of CAP Subscription will be virus free. It is Customer's responsibility to ensure that adequate security and antivirus software is in place on all machines accessing the CAP Subscription.

18. Disaster Recovery. In the event that Company experiences a significant problem with CAP Subscription that results in or is expected to result in the loss of service for in excess of 5 working days, Company may transfer the CAP Subscription service to an alternative hosting environment. In the event that Company transfers the service to an alternative hosting environment, Customer acknowledges that the following may occur: There may be a loss of data imported into CAP after the last database backup was taken; CAP Subscription will be provided by a different IP address; while the IP address registered against the domain names is changed, Customer may need to access CAP Subscription via an IP address and not the normal domain name and data collection may not be available.

19. No Warranties. CUSTOMER EXPRESSLY AGREES THAT USE OF CAP SUBSCRIPTION IS AT THE SOLE RISK OF CUSTOMER, END USERS, AND NAMED USERS. COMPANY DOES NOT WARRANT OR GUARANTEE THAT CAP SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF CAP SUBSCRIPTION, OR AS TO THE TIMELINESS, EFFICACY, OPERABILITY, COMPLETENESS, ACCURACY, RELIABILITY OR CONTENT OF CAP SUBSCRIPTION OR OF ANY DESIGN, FUNCTION, PROCESS, OR INFORMATION PROVIDED THROUGH OR BY USE OF CAP SUBSCRIPTION. CAP SUBSCRIPTION IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. CUSTOMER AGREES THAT CUSTOMER'S PURCHASE OF THE CAP SUBSCRIPTION IS NOT CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES OR DCAPENDENT ON ANY ORAL OR WRITTEN PUBLIC COMMENTS MADE BY COMPANY REGARDING FUTURE FUNCTIONALITY OR FEATURES.

20. Privacy or Confidentiality. The Company will take commercially reasonable efforts to ensure that data and other parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the internet restricts the Company from offering any guarantee to the privacy or confidentiality of information relating to Customer passing over the internet. In gaining access via the internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at its own risk. Any breach in privacy should be reported by customer to the Company immediately.

21. Intellectual Property. Company retains and reserves all rights, title and interest in and to the CAP Subscription, including without limitation all Company software, algorithms, materials, formats, interfaces and proprietary information and technology, and all other Company products and CAP Subscription, and including all copyright, trade secret, patent, trademark and other intellectual property rights related to the foregoing. No rights are granted to the Customer hereunder with respect to the CAP Subscription or otherwise other than as expressly set forth herein.

22. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFIT, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF CONTRACTS, SECURITY BREACH, OR FOR ANY FINANCIAL OR ECONOMIC LOSS OR FOR ANY SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES) ARISING OUT OF CUSTOMER'S USE OR INABILITY TO USE CAP SUBSCRIPTION. Should Company nevertheless be found liable for any damages, such damages shall be limited to the most recent purchase price paid by Customer for CAP Subscription.

23. Customer Indemnity. Customer shall indemnify and hold Company harmless from and against any loss, damage, cost (including the cost of any settlement), expense or any liability suffered or incurred by Company arising from or in connection with Customer's use of CAP Subscription service, breach of these CAP Subscription Terms, and Company's possession or use of data, information or articles supplied by Customer to Company, including the infringement of any intellectual property rights resulting from the use or possession by Company of data, information or articles supplied by Customer to Company.

24. Change in Terms and Conditions. Company reserves the right to change the service level agreements, any part of the CAP Subscription offering, or the terms and conditions at any time.

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APPENDIX

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.



A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Upon request, Trane can send you an annual report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems

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CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Connected Controls - Annual Inspection - Onsite
Description

- Technician Check In - Technician checks in with customer to discuss scope of work for that day and any customer concerns or information.
- Update SC/SC+ Firmware - Technician updates firmware and Software Maintenance Plan license for the system controller.
- Perform Database and Graphics Back Up - Technician backs up system controller, including any custom graphics packages on site.
- Hardening Report - Technician runs cybersecurity hardening report for the system controller(s).
- Alarm Routing - Technician checks that existing alarm routing configuration is correct and that alarms are routing to correct people within organization as appropriate.
- Device Communication Check - Technician checks device communication links, analyzes for communication failures or intermittent communication, and captures current state.
- User Access Review - Technician reviews list of users with access to the BAS/BMS/Trane Connect and captures current state.
- User Override Report - Technician runs a user override report to determine what overrides are currently in place for the system.
- Building Schedule and Area Review - Technician reviews current building schedules and captures current state.
- Alarm Log Review - Technician reviews alarm log and captures current status.
- Graphics Interface Review - Technician reviews any custom system and equipment graphics within the system to determine if they are up to date and captures the status.
- Building Analytics - Technician reviews building analytics to ensure design operation of systems and identify any operational anomalies based on what analytics are reporting.
- Service Advisories - Technician runs Exception History Report and documents their findings.
- Additional Item Identification - Technician identifies items that require further investigation and provides quotes as needed.
- Document Findings in Trane Connect - Technician captures any findings and uploads into Trane Connect for customer visibility.
- Finalize Field Report - Technician documents work in customer field report.
- Checkout with Customer - Technician discusses work with customer and discusses any next steps that they recommend.

Service 2: Connected Controls - Annual Inspection - Onsite
Description

- Technician Check In - Technician checks in with customer to discuss scope of work for that day and any customer concerns or information.
- Update SC/SC+ Firmware - Technician updates firmware and Software Maintenance Plan license for the system controller.
- Perform Database and Graphics Back Up - Technician backs up system controller, including any custom graphics packages on site.
- Hardening Report - Technician runs cybersecurity hardening report for the system controller(s).
- Alarm Routing - Technician checks that existing alarm routing configuration is correct and that alarms are routing to correct people within organization as appropriate.
- Device Communication Check - Technician checks device communication links, analyzes for communication failures or intermittent communication, and captures current state.
- User Access Review - Technician reviews list of users with access to the BAS/BMS/Trane Connect and captures current state.
- User Override Report - Technician runs a user override report to determine what overrides are currently in place for the system.
- Building Schedule and Area Review - Technician reviews current building schedules and captures current state.
- Alarm Log Review - Technician reviews alarm log and captures current status.

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- Graphics Interface Review - Technician reviews any custom system and equipment graphics within the system to determine if they are up to date and captures the status.
- Building Analytics - Technician reviews building analytics to ensure design operation of systems and identify any operational anomalies based on what analytics are reporting.
- Service Advisories - Technician runs Exception History Report and documents their findings.
- Additional Item Identification - Technician identifies items that require further investigation and provides quotes as needed.
- Document Findings in Trane Connect - Technician captures any findings and uploads into Trane Connect for customer visibility.
- Finalize Field Report - Technician documents work in customer field report.
- Checkout with Customer - Technician discusses work with customer and discusses any next steps that they recommend.

Service 3: Connected Controls - Operating Inspection - Remote
Description

- Technician Check In - Technician checks in with customer to discuss scope of work for that day and any customer concerns or information.
- Hardening Report - Technician runs cybersecurity hardening report for the system controller(s).
- Alarm Routing - Technician checks that existing alarm routing configuration is correct and that alarms are routing to correct people within organization as appropriate.
- Device Communication Check - Technician checks device communication links, analyzes for communication failures or intermittent communication, and captures current state.
- User Access Review - Technician reviews list of users with access to the BAS/BMS/Trane Connect and captures current state.
- User Override Report - Technician runs a user override report to determine what overrides are currently in place for the system.
- Building Schedule and Area Review - Technician reviews current building schedules and captures current state.
- Alarm Log Review - Technician reviews alarm log and captures current status.
- Building Analytics - Technician reviews building analytics to ensure design operation of systems and identify any operational anomalies based on what analytics are reporting.
- Service Advisories - Technician runs Exception History Report and documents their findings.
- Additional Item Identification - Technician identifies items that require further investigation and provides quotes as needed.
- Document Findings in Trane Connect - Technician captures any findings and uploads into Trane Connect for customer visibility.
- Finalize Field Report - Technician documents work in customer field report.
- Checkout with Customer - Technician discusses work with customer and discusses any next steps that they recommend.

Service 4: Connected Controls - Operating Inspection - Remote
Description

- Technician Check In - Technician checks in with customer to discuss scope of work for that day and any customer concerns or information.
- Hardening Report - Technician runs cybersecurity hardening report for the system controller(s).
- Alarm Routing - Technician checks that existing alarm routing configuration is correct and that alarms are routing to correct people within organization as appropriate.
- Device Communication Check - Technician checks device communication links, analyzes for communication failures or intermittent communication, and captures current state.
- User Access Review - Technician reviews list of users with access to the BAS/BMS/Trane Connect and captures current state.
- User Override Report - Technician runs a user override report to determine what overrides are currently in place for the system.
- Building Schedule and Area Review - Technician reviews current building schedules and captures current state.
- Alarm Log Review - Technician reviews alarm log and captures current status.
- Building Analytics - Technician reviews building analytics to ensure design operation of systems and identify any operational anomalies based on what analytics are reporting.
- Service Advisories - Technician runs Exception History Report and documents their findings.
- Additional Item Identification - Technician identifies items that require further investigation and provides quotes as needed.

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- Document Findings in Trane Connect - Technician captures any findings and uploads into Trane Connect for customer visibility.
- Finalize Field Report - Technician documents work in customer field report.
- Checkout with Customer - Technician discusses work with customer and discusses any next steps that they recommend.

Service 5: CGAM Coil Cleaning
Description
- Coil Cleaning

Service 6: CGAM Annual Inspection
Description
- Customer Notification
- Initial Site Inspection
- Visual Condenser Coil Check
- Lock Out Tag Out
- Electrical Inspection
- Meg Compressor Motor(s)
- Remove Panels
- Compressor Oil Level Check
- Oil Analysis
- Leak Test
- KestrelView Connection
- Review Diagnostics
- Check Fans for Rubbing
- Check EXV Sight Glass
- Reinstall Panels
- Run Service Report from KestrelView
- KestrelView Disconnection

Service 7: CGAM Quarterly Inspection
Description
- Customer Notification of Unit Maintenance
- Initial Site Inspection
- Visual Condenser Coil Check
- Compressor Oil Level Check
- KestrelView Connection
- Review Diagnostics
- Check Fans for Rubbing
- Check EXV Sight Glass
- Run Service Report from KestrelView
- KestrelView Disconnection

Service 8: Condenser Coil Cleaning
Description
- Condenser Coil Cleaning

Service 9: Condenser Coil Cleaning
Description
- Condenser Coil Cleaning

Service 10: M Series Annual
Description
- Customer Notification
- Initial Site Safety Inspection
- AHU Visual Equipment Inspection
- Lock Out Tag Out
- Electrical Inspection
- Supply Fan and Motor Inspection

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- Meg Supply Fan
- Air Handling Unit Cleaning
- Condensate Inspection
- Check Damper
- Start Up Seasonal Heating
- Return Unit to Normal Operation
- Manual Log (with Electronic Device)

Service 11: M Series Quarterly
Description
- AHU Visual Equipment Inspection
- Remove Access Panels or Open Access Doors
- Supply Fan Belt Inspection
- Coil Inspection
- Reinstall Access Panels or Close Access Doors
- Manual Log of Unit

Service 12: Annual Maintenance
Description
- Unitary Visual Equipment Inspection
- Verify Line Voltage
- Lock Out Tag Out
- Supply Fan Inspection
- Remove Access Panels or Open Access Doors
- Meg Supply Fan
- Meg Compressor Motor
- Electrical Inspection
- Reinstall Access Panels or Close Access Doors
- Condensate Drip Pan Treatment
- Remove Lock Out Tag Out
- Check Economizer Damper
- Pre-Start Check
- Start Up Condenser Fan Check
- Cooling Check
- Manual Log (with Electronic Device)
- Return Unit to Normal Operation

Service 13: Quarterly Maintenance
Description
- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection
- Condensate Drip Pan Inspection and Treatment
- Check Damper
- Condenser Coil Cleaning
- Check Delta T
- Log Unit

Service 14: Quarterly Maintenance
Description
- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection
- Condensate Drip Pan Inspection and Treatment
- Check Damper
- Condenser Coil Cleaning
- Check Delta T
- Log Unit

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Service 15: Annual Start-Up
Description
- Unitary Visual Equipment Inspection
- Verify Line Voltage
- Lock Out Tag Out
- Supply Fan Inspection
- Remove Access Panels or Open Access Doors
- Meg Supply Fan
- Meg Compressor Motor
- Electrical Inspection
- Reinstall Access Panels or Close Access Doors
- Condensate Drip Pan Treatment
- Remove Lock Out Tag Out
- Check Economizer Damper
- Pre-Start Check
- Start Up Condenser Fan Check
- Cooling Check
- Manual Log (with Electronic Device)
- Return Unit to Normal Operation

Service 16: Precedent Quarterly Inspection
Description
- Customer Notification
- Unitary Visual Equipment Inspection
- Supply Fan and Motor Inspection
- Condensate Drip Pan Inspection and Treatment
- Check Damper
- Condenser Coil Cleaning
- Check Delta T
- Log Unit

Service 17: Condenser Coil Cleaning
Description
- Condenser Coil Cleaning

Service 18: Condenser Coil Cleaning
Description
- Condenser Coil Cleaning

Service 19: Generic Rooftop Annual Cooling Inspection
Description
- Unitary Visual Equipment Inspection
- Verify Line Voltage
- Lock Out Tag Out
- Supply Fan Inspection
- Remove Access Panels or Open Access Doors
- Meg Supply Fan
- Meg Compressor Motor
- Electrical Inspection
- Reinstall Access Panels or Close Access Doors
- Condensate Drip Pan Treatment
- Remove Lock Out Tag Out
- Check Economizer Damper
- Pre-Start Check
- Start Up Condenser Fan Check
- Cooling Check
- Manual Log (with Electronic Device)
- Return Unit to Normal Operation

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Service 20: Annual Start Up
Description

- Unitary Visual Equipment Inspection
- Verify Line Voltage
- Lock Out Tag Out
- Supply Fan Inspection
- Power Exhaust Fan(s) Inspection Direct Drive
- Remove Access Panels or Open Access Doors
- Meg Supply Fan
- Meg Exhaust Fan
- Meg Compressor Motor
- Electrical Inspection
- Reinstall Access Panels or Close Access Doors
- Condensate Drip Pan Treatment
- Remove Lock Out Tag Out
- Check Economizer Damper
- Pre-Start Check
- Start Up Condenser Fan Check
- Cooling Check
- Manual Log (with Electronic Device)
- Return Unit to Normal Operation

Service 21: Voyager Quarterly Inspection
Description

- Unitary Visual Equipment Inspection
- Visual Supply Fan Inspection
- Visual Power Exhaust Fan(s) Inspection Direct Drive
- Remove Access Panels or Open Access Doors
- Visual Electrical Inspection
- Reinstall Access Panels or Close Access Doors
- Check Economizer Damper
- Start Up Condenser Fan Check
- Cooling Check
- Start Up Heating Check (Natural Gas/Propane) 2 Stage Heating
- Manual Log (with Electronic Device)

Service 22: Voyager Quarterly Inspection
Description

- Unitary Visual Equipment Inspection
- Visual Supply Fan Inspection
- Visual Power Exhaust Fan(s) Inspection Direct Drive
- Remove Access Panels or Open Access Doors
- Visual Electrical Inspection
- Reinstall Access Panels or Close Access Doors
- Check Economizer Damper
- Start Up Condenser Fan Check
- Cooling Check
- Start Up Heating Check (Natural Gas/Propane) 2 Stage Heating
- Manual Log (with Electronic Device)

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Service 23: WTR-130 CHW-HW (Closed Loop System) Periodic Insp
CLOSED LOOP
WTR-130

- Test all pertinent components of closed recirculating system in order to help protect equipment against corrosion and biological threats.
- Treat systems to assist with maximum equipment life expectancy, minimized operating costs and efficient operation.
- Inspect operating equipment for leaks, malfunctions and failures.
- Provide monthly/quarterly verbal and written reports or as agreed upon with customer.
- Provide annual reviews of the treatment program and provide action plans for continuous improvement.

Exclusions:
Trane is not responsible for the condition of the hydronic system prior to Trane water treatment services. This includes, but is not limited to passivation, water side equipment, chillers, evaporators, pumps, piping and cooling towers. Major leaks and excessive chemical consumption are the responsibility of the customer.

TREATMENT CHEMICALS PROVIDED

Name	Use	Description	Dosage
Closed Care NMD	Closed loop corrosion inhibitor	Powdered Molybdate/nitrite	200 to 400 ppm NO2 24 to 48 ppm

Service 24: Aaon Cooling Annual Pre-Season Start Up
Description

- Visual Equipment Inspection
- Bearing Lubrication
- Check Damper
- Condensate Drip Pan Treatment
- Electrical Inspection
- Start Up Seasonal Cooling

Service 25: Aaon Heating Annual Pre-Season Start Up
Description

- Visual Equipment Inspection
- Bearing Lubrication
- Check Damper
- Start Up Seasonal Heating

Service 26: Aaon Quarterly Inspection
Description

- Visual Equipment Inspection
- Log Unit
- Check Delta T

Service 27: Condenser Coil Cleaning
Description

- Condenser Coil Cleaning

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CITY OF MURPHY
LIFE LIVED AT YOUR PACE®

Public Works
November 3, 2026

ISSUE:
Consider and/or Act on a Resolution authorizing the City Manager to execute a construction contract with L.G. Spades Construction, LLC, to construct the Tablerock Culvert Extension project in the amount of $300,000.00. Donald Reese, Director of Public Works.

SUMMARY:
The scope of this construction contract includes the removal of the existing concrete flume, removal of the existing concrete headwall, installation of 270 linear feet of 6' x 6' concrete box culvert, and the construction of a new concrete wingwall at the discharge end of the box culvert. Backfill material will be sourced from the City's stockpile behind the Public Works building and will be hauled by the contractor to be used at the construction site.
There were 17 bidders for this project with the low bidder being L.G. Spades Construction, LLC. The engineer of record, Berkhoff, Hendricks & Carter LLP, has vetted L.G. Spades Construction, LLC and found them to be qualified to perform and complete the project.
If approved, construction is expected to begin in November of 2026 and take approximately 90 calendar days to complete depending on weather.

FINANCIAL CONSIDERATIONS:
Funds are available in Fund 25 – Stormwater

ACTION REQUIRED:
Consider and/or act on the Resolution. Staff recommends approval.

ATTACHMENTS:
Tablerock Box Culvert Extension Project - Resolution v1 JM
2026126 Box Culvert Extension Bid Spec Book - Approved by JM - 9.1.2026 - Exhibit A
L G Spades Construction LLC - Attachment A
Tablerock Culvert Extension Bid Recommendation - Attachment B
City of Murphy - Tablerock Culvert Extension - Bid Tabulation - Attachment C
Tablerock Box Culvert Extension Site Photos - Attachment D

RESOLUTION NO. 26-R-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH L.G. SPADES CONSTRUCTION LLC, IN THE AMOUNT OF $300,000.00, FOR THE CONSTRUCTION OF THE TABLEROCK CULVERT EXTENSION PROJECT.

WHEREAS, the City of Murphy (the "City") requested bids for construction of a 6 foot by 6 foot box drainage culvert near Tablerock Drive in Murphy (the Tablerock Culvert Extension Project"); and

WHEREAS, L.G. Spades Construction, LLC provided the low bid and is recommended by the City's engineer, Birkoff, Hendricks & Carter, L.L.P., to be awarded the contract for the Tablerock Culvert Extension Project; and

WHEREAS, the City Council approves awarding the Tablerock Culvert Extension Project to L.G. Spades Construction, LLC; and

WHEREAS, the City Council approves the City Manager or her designee to execute the contract with L.G. Spades Construction, LLC, for their low bid of $300,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, THAT:

SECTION 1. The City Council hereby approves the agreement with L.G. Spades Construction, LLC and authorizes the City Manager, Aretha Adams to execute a construction contract with L.G. Spades Construction, LLC, attached hereto as **EXHIBIT "A".**

SECTION 2. This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED by the City Council of the City of Murphy, Texas, on this the 3rd day of November 2026.

APPROVED:

Scott Bradley, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Jonathan Moss, Asst. City Attorney

EXHIBIT A

Exhibit A

SPECIFICATIONS AND CONTRACT DOCUMENTS FOR CONSTRUCTION OF THE

TABLEROCK CULVERT EXTENSION

CITY OF MURPHY

LIFE LIVED AT YOUR PACE

STATE OF TEXAS
MARC O. BENTLEY
64980
LICENSED PROFESSIONAL ENGINEER
8/13/26

PREPARED BY

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
DALLAS, TEXAS

August 2026

TBPE Firm 526
LS Firm 100318-00

NOTICE TO BIDDERS

TABLEROCK CULVERT EXTENSION

Sealed bids will be received by the City of Murphy, Texas in the Office of Customer Service at Murphy City Hall, located at 206 N. Murphy Rd., Murphy, TX 75094, until _____ **p.m., _____, _____, 2026**, and then publicly opened and read in the City Council Chambers, for furnishing all labor, material and equipment, and performing all work required for construction of **Tablerock Culvert Extension** together with all necessary appurtenances.

Proposals shall be accompanied by a cashier's or certified check upon a national, state bank or savings and loan in an amount not less than five percent (5%) of the total maximum bid price, payable without recourse to the City of Murphy, or a bid bond in the same amount from a reliable surety company, holding a permit from the State of Texas to act as surety, as a guarantee that the bidder will enter into a contract and execute performance bond and payment bond within ten (10) days after notice of award of contract to him.

Plans, specifications and bidding documents may be downloaded from CivcastUSA.com starting _____, _____, 2026. Bidding documents downloaded from plan rooms shall be at the Proposer's sole risk. No guarantee of receipt of addenda or clarifications will be made for third party downloads. **Contact Marc Bentley with Birkhoff, Hendricks, & Carter, LLP, via email at mbentley@bhcllp.com or phone (214) 361-7900, with general questions.**

CITY OF MURPHY, TEXAS

Advertisement

1st Advertisement: _____

2nd Advertisement: _____

PROPOSAL
TO
CITY OF MURPHY (OWNER)

TABLEROCK CULVERT EXTENSION

CITY OF MURPHY, COLLIN COUNTY, TEXAS

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation, that he has carefully examined the Form of Contract, Notice to Contractors, specifications and the plans therein referred to, and has carefully examined the location, conditions, and classes of materials of the proposed work, and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein.

It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of work to be done at unit prices and material to be furnished may be increased or diminished as may be necessary to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is agreed further that lump sum prices may be increased to cover additional work not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, the price may be decreased to cover deletions of work so ordered.

It is understood and agreed that the work is to be completed in full within the time designated in the Special Conditions of these specifications.

Accompanying this proposal is a (Certified or Cashier's Check payable to the Owner) (Bid Bond) in the amount of _____ Dollars ($ _____).

The bid security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to execute a contract and file a performance and payment bond within fifteen (15) calendar days after its acceptance, in which case the bid security shall become the property of the Owner and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner on account of such failure of the bidder. It is understood that the Owner reserves the right to reject any and all bids.

City of Murphy
Tablerock Culvert Extension

BID PROPOSAL

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
1	1	L.S.	Mobilization complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum		
2	1	Ac.	Clear & Grub including Tree Removal complete in place, the sum of _____ _____ Dollars and _____ Cents per Acre		
3	330	L.F.	Sawcut Full Depth and Remove Existing Concrete Flume complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
4	1	Ea.	Remove Existing Concrete Headwall complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		
5	270	L.F.	Furnish & Install 6' x 6' Reinforced Concrete Box Culvert including embedment complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
6	1	Ea.	Construct Concrete Wing Walls (Both Sides) Per Detail Sheet complete in place, the sum of _____ _____ Dollars and _____ Cents per Each		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
7	15	S.Y.	Furnish & Install Rock Rip-Rap 24" Deep with Mininum Size 10" Rock complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Yard		
8	11,300	C.Y.	Load, Haul, Place and Compact Fill Material from Public Works Stockpile to Jobsite complete in place, the sum of _____ _____ Dollars and _____ Cents per Cubic Yard		
9	52,272	S.F.	Prepare Trench Safety Plan complete in place, the sum of _____ _____ Dollars and _____ Cents per Square Foot		
10	1	L.S.	Implement Trench Safety complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum		
11	270	L.F.	Furnish Erosion Control Plan complete in place, the sum of _____ _____ Dollars and _____ Cents per Linear Foot		
12	1	L.S.	Furnish, Install, Maintain & Remove Erosion Control Measures complete in place, the sum of _____ _____ Dollars and _____ Cents per Lump Sum		
TOTAL AMOUNT BID (Items 1 Through 12)					

In the event of the award of a contract to the undersigned, the undersigned will furnish a performance bond and a payment bond for the full amount of the contract, to secure compliance with the terms and provisions of the Contract Documents.

The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

NOTE: Unit and lump sum prices must be shown in words and figures for each item listed in the proposal and in the event of discrepancy the words shall control.

Receipt is hereby acknowledged for the following addenda to the contract documents:

Addendum No. 1 dated	_____	Received	_____
Addendum No. 2 dated	_____	Received	_____
Addendum No. 3 dated	_____	Received	_____
Addendum No. 4 dated	_____	Received	_____
Addendum No. 5 dated	_____	Received	_____

_____
Contractor

By: _____
(please print name)

Signature: _____

Title: _____

Seal and Authorization
(If a Corporation)

_____
Address

_____
City, County, State and Zip

_____
Telephone Fax No.

E-Mail Address: _____

SUBMIT WITH BID
QUALIFICATION STATEMENT OF BIDDERS

SUBMITTED TO: CITY OF MURPHY, TEXAS

Reviewed by: _____
Date Received: _____
Contractor: _____

CIRCLE ONE: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture

Name: _____
Address: _____
City: _____
Phone: _____

PRINCIPAL PLACE OF BUSINESS:

_____
County State

Partner: _____
Address: _____
City: _____
Phone: _____

PRINCIPAL PLACE OF BUSINESS:

_____
County State

IF THE CONTRACTOR IS A CORPORATION, FILL OUT THE FOLLOWING:

State of Incorporation: _____
Location of Principal Office: _____
Contact Persons at Office: _____

PERSON EXECUTING CONTRACTS ON BEHALF OF CORPORATION:

Name: _____
Title: _____
Phone: _____
Email: _____

Address: _____

_____
City State Zip

Names of Officers: (If Applicable) _____

_____

LIST NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: _____

LIST ALL EQUIPMENT TO BE USED ON THIS PROJECT: ***(PLEASE USE ATTACHMENT)***

NUMBER OF YEARS IN BUSINESS AS A GENERAL CONTRACTOR ON PROJECTS SIMILAR TO THIS PROJECT: _____

TYPE(S) OF WORK COMPLETED: (CIRCLE)

☐ Asphalt Paving
☐ Concrete Paving
☐ Channel Lining
☐ Concrete Inlets/Boxes
☐ Storm Sewer
☐ Earth Work
☐ Water & Sanitary Sewer Lines

Other: _____

COMMENTS: _____

_____

_____

_____

LIST RECENTLY COMPLETED PROJECTS OF THE TYPE OF WORK QUALIFYING FOR OR SIMILAR WORK, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT:

Project: _____

_____

_____

Owner/Engineer: _____

Year Built: _____ Contract Price: $ _____

Contact Person: _____ Phone: _____

Project: _____

_____

_____

Owner/Engineer: _____

Year Built: _____ Contract Price: $ _____

Contact Person: _____ Phone: _____

Project: _____

_____

_____

Owner/Engineer: _____

Year Built: _____ Contract Price: $ _____

Contact Person: _____ Phone: _____

Project: _____

_____

_____

Owner/Engineer: _____

Year Built: _____ Contract Price: $ _____

Contact Person: _____ Phone: _____

(USE ATTACHMENTS IF NECESSARY)

LIST CURRENT PROJECTS UNDER CONSTRUCTION, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT LISTED:

Project: _____

_____

_____

Owner/Engineer: _____

Percent Complete: _____ % Contract Price: $ _____

Contact Person: _____ Phone: _____

Project: _____

_____

_____

Owner/Engineer: _____

Percent Complete: _____ % Contract Price: $ _____

Contact Person: _____ Phone: _____

Project: _____

_____

_____

Owner/Engineer: _____

Percent Complete: _____ % Contract Price: $ _____

Contact Person: _____ Phone: _____

Project: _____

_____

_____

Owner/Engineer: _____

Percent Complete: _____ % Contract Price: $ _____

Contact Person: _____ Phone: _____

(USE ATTACHMENTS IF NECESSARY)

IF COMPANY IS UNDER NEW MANAGEMENT, PLEASE LIST NAMES OF STAFF AND QUALIFICATION AND/OR EXPERIENCE OF SAID PERSONS. ***(PLEASE USE ATTACHMENT.)***

HAVE YOU OR ANY PRESENT PARTNER(S) OR OFFICER(S) FAILED TO COMPLETE A CONTRACT?_____

IF SO, NAME OF OWNER AND/OR SURETY:

_____

CONTACT PERSON: _____ PHONE: _____

ARE THERE ANY UNSATISFIED DEMANDS UPON YOU AS TO YOUR ACCOUNTS PAYABLE? Yes ☐ No ☐

IF SO, GIVE NAMES, AMOUNTS, AND EXPLANATIONS:

_____

_____

_____

BANK REFERENCE: Bank: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone: _____

MUNICIPALITY REFERENCE: City: _____

Contact Person: _____ Position: _____

Address: _____ Phone: _____

In compliance with Invitation to Bid for above mentioned types of projects, the undersigned is submitting the information as required with the understanding that the purpose is only to assist in determining the qualifications for this organization to perform the type and magnitude of work designated, and further, guarantee the truth and accuracy of all statements made, and will accept your determination of qualifications without prejudice. The surety herein named, any other bonding company, bank, sub-contractor, supplier, or any other person(s), firm(s) or corporations with whom I (we) have done business, or who have extended any credit to me (us) are hereby authorized to furnish you with any information you may request concerning performance on previous work and my (our) credit standing with any of them; and I (we) hereby release any and all such parties from any legal responsibility whatsoever on account of having furnished such information to you.

Signed: _____ Title: _____

Company: _____ Date: _____

COPY TO LOCAL UNDERWRITING OFFICE OF PROPOSED SURETY

Name: _____ Phone: _____

Address: _____ City: _____ State: _____

SUBMIT WITH BID
QUALIFICATION STATEMENT OF BIDDER'S SURETY

SUBMITTED TO: City of Murphy

BIDDER: _____
ADDRESS: _____
PHONE: _____

1. Has this surety furnished contract bonds on contracts now complete? _____

2. Has this surety furnished contract bonds on contracts now incomplete? _____

3. What is the maximum bonding capacity of this Contractor? _____

4. Is the current financial information on this Contractor satisfactory? _____

5. Does information obtained indicate accounts are paid when due? _____
   If not, give details:
   _____
   _____

6. Is it your opinion that the bidder has sufficient experience and financial resources to satisfactory perform the contract? _____

7. Provided this bidder does not assume other commitments or that you do not acquire further information that in your opinion will materially affect the bidder's capacity to perform this contract, will you furnish the bonds as specified?
   _____

REMARKS: _____
_____
_____
_____

SURETY: _____
SIGNED: _____
TITLE: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
PHONE: _____

(IN DUPLICATE)

SUBMIT WITH BID
VENDORS COMPLIANCE TO STATE LAW

Texas Government Code, Chapter 2252, Subchapter A provides that, in order to be awarded a contract as low bidder, non-resident bidders (out of state Contractors whose corporate offices or principal place of business are outside of the State of Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in Section 4 must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident Contractors to do so will automatically disqualify that bidder. Resident bidders must check the box in Section B.

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

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

B. ☐ Our principal place of business or corporate office is in the State of Texas.

BIDDER/OFFEROR:

_____ By: _____
Company: (please print)

Address: _____ Signature: _____

_____ Title: _____
City State Zip (please print)

Phone: _____

THIS FORM MUST BE RETURNED WITH YOUR QUOTATION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____ _____ as PRINCIPAL, and _____ as SURETY are held and firmly bound unto the City of Murphy hereafter called the "City", in the penal sum of _____ dollars ($_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrator, successors, and assigns, jointly and severally, firmly by these presents.

THIS CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 20_____, for

TABLEROCK CULVERT EXTENSION

NOW THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or if no period be specified, within fifteen (15) calendar days after the prescribed forms are presented to him for signature enter into a written Contract with the City in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the City the difference between the amount specified in said Bid and the amount for which the City may procure the required work or supplies or both, if the latter be in excess of the former, the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20_____, the name and corporate seal of each by its undersigned representative, pursuant to authority of its governing body.

_____ (Principal)	_____ (Surety)
By: _____ (Name and Title)	By: _____ (Name and Title)
Address: _____	Address: _____
_____	_____
(Seal)	(Seal)

STANDARD FORM OF AGREEMENT

STATE OF TEXAS }

COUNTY OF COLLIN }

THIS AGREEMENT, made and entered into this _____ day of _____, A.D. 20 26, by and between The City of Murphy, a municipal corporation, of the County of Collin and State of Texas, acting through Its City Manager thereunto duly authorized so to do, hereinafter termed OWNER, and _____ of the City of _____, County of _____ and State of _____, _____ hereinafter termed CONTRACTOR, in the sum of _____ Dollars ($ _____).

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, and under the conditions expressed in the bond bearing even date herewith, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction of certain improvements described as follows:

TABLEROCK CULVERT EXTENSION

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 the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefor, as prepared by **Birkhoff, Hendricks & Carter, L.L.P., Professional Engineers, 11910 Greenville Ave., Suite 600, Dallas, Texas 75243** herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Performance and Payment Bonds in the amount of 100% of the contract price and Maintenance Bond in the amount of 15% of the contract price, hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within **Ninety (90) calendar days** after the date of the written notice to commence work, 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.

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

CITY OF MURPHY, TEXAS	_____
(OWNER)	(CONTRACTOR)
By: _____	**By:** _____
Aretha Adams, City Manager	
Attest: _____	**Attest:** _____

PERFORMANCE BOND

STATE OF TEXAS }
COUNTY OF COLLIN }

KNOW ALL MEN BY THESE PRESENTS: That _____ of the City of _____, County of _____, and State of _____, as principal, and _____ authorized under the laws of the State of _____to act as surety on bonds for principals, are held and firmly bound unto City of Murphy, Texas (Owner), in the penal sum of _____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 2026, to

TABLEROCK CULVET EXTENSION

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of (Article 5160 for Public Work) (Article 5472d for Private Work)* of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein."

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

Principal	Surety
By: _____	**By:** _____
Title: _____	**Title:** _____
Address: _____	**Address:** _____
_____	_____

The name and address of the Resident Agent of Surety is _____

_____

* Not applicable for federal work. See "The Miller Act," 40 U.S.C. §270.

PAYMENT BOND

STATE OF TEXAS }
COUNTY OF COLLIN }

KNOW ALL MEN BY THESE PRESENTS: That _____ of the City of _____, County of _____, and State of _____, as principal, and _____ authorized under the laws of the State of _____ to act as surety on bonds for principals, are held and firmly bound unto City of Murphy, Texas (Owner), in the penal sum of _____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 2026, to

TABLEROCK CULVERT EXTENSION

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20_____.

Principal	Surety
By: _____	**By:** _____
Title: _____	**Title:** _____
Address: _____	**Address:** _____
_____	_____

The name and address of the Resident Agent of Surety is _____

_____

MAINTENANCE BOND

THE STATE OF TEXAS }
} **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF COLLIN }

THAT _____ , as Principal, and _____ , a Corporation organized under the laws of _____ , as sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Murphy , a Municipal Corporation, Texas, the sum of _____ Dollars and _____ Cents ($ _____), which this amount is **100** **%** of the total contract amount of ($ _____), for the payment of which sum will and truly be made unto said City of Murphy, Texas , and its successors, said principal and sureties do hereby bind themselves, their assigns and successors jointly and severally.

THIS obligation is conditioned; however, that whereas, the said _____ has this day entered into a written contract with the said _____ to build and construct _____

TABLEROCK CULVERT EXTENSION

which contract and the plans and specifications therein mentioned, adopted by the City of Murphy, Texas are hereby expressly made a part thereof as through the same were written and embodied herein.

WHEREAS, under the plans, specifications, and contract, it is provided that the Contractor will maintain and keep in good repair, the work herein contracted to be done and performed, for a period of two (2) years from the date of the acceptance of said work, and to do all necessary repairs and/or reconstructing in whole or in part of said improvements that should be occasioned by settlement of foundation, defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the Contractor. It being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material and charge the same against the said Contractor, and sureties on this obligation, and the said Contractor and sureties hereon shall be subject to the liquidation damages mentioned in said contract for each day's failure on its' part to comply with the terms of said provisions of said contract. Now, therefore, if the said Contractor shall keep and perform its' said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void, and have not further effect, but if default shall be made by the said Contractor in the performance of its' contract to so maintain and repair said work, then these presents shall have full force and effect, and said **City of Murphy, Texas** shall have and receive from the said Contractor and its' principal and sureties damages in the premises, as provided; and it is further agreed that this obligation shall be a continuing one against the principal and sureties, hereon, and that successive recoveries may be and had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished or in any manner affected from any cause during said time.

IN WITNESS THEREOF, the said _____ has caused these presents to be executed by _____ and the said _____ has caused these presents to be executed by its' Attorney in fact and the said Attorney in fact _____ , has hereunto set his hand, the _____ day of _____ , 2026.

SURETY:

_____

By: _____

WITNESS:

_____

PRINCIPAL:

_____

By: _____

ATTEST:

_____

NOTE: Date of Maintenance Bond must not be prior to date of Contract.

CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT AND RELEASE

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____ ("Affiant"), who, after being by me duly sworn, deposes and says that he is _____, of _____ (corporation, partnership, trade name) of _____ County, State of Texas (the "Contractor"), which said Contractor was awarded the contract dated the _____ day of _____ 20 _____, for the construction of _____ in _____ (the "Work"), for a total consideration of _____ Dollars to be paid to the said Contractor (the "Contract"), and that Affiant has full power of authority to make this affidavit.

That _____ (the "Owner") has approved the final estimate on said Work, and that the said Contractor has fully satisfied and paid any and all claims that may be covered by Chapter 53 of the Texas Property Code, and Article 5160 of the Revised Civil Statutes of the State of Texas, or any other applicable statutes or charter provisions, and that all just bills for labor and materials have been paid and discharged by said Contractor insofar as they pertain to the Work in question.

That in addition to any funds which may have been previously paid by the Owner, the Contractor hereby accepts the amount of _____ Dollars as **FULL AND FINAL PAYMENT** under the aforementioned Contract, and hereby waives and releases any right Affiant and/or the Contractor may have to pursue claims of any nature against the Owner arising out of or in any manner connected with the performance of the Work and/or the Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contractor ("Subcontractors"), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the Owner. The Contractor shall defend, hold harmless and indemnify the Owner from any such claims of such Subcontractors. The Contractor further releases the Owner from any claim or liability arising from any act or neglect of the Owner related to or connected with the Contract. This affidavit is given pursuant to the final payment provisions of the Contract, and shall not be deemed to alter or modify the terms and provisions of said Contract.

_____

By _____
(Affiant)

_____
(Printed Name)

SUBSCRIBED AND SWORN TO BEFORE ME, this the _____ day of _____, A.D. 20_____.

_____
(Notary Public, in and for the State of Texas)

_____
(Printed Name of Notary)

My Commission Expires _____

CERTIFICATE OF INSURANCE(S)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD®

INSURANCE BINDER

DATE (MM/DD/YYYY)

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY	COMPANY	BINDER #

EFFECTIVE DATE	EFFECTIVE TIME		EXPIRATION DATE	EXPIRATION TIME	
		AM			12:01 AM
		PM			NOON

PHONE (A/C, No, Ext):	FAX (A/C, No):
CODE:	SUB CODE:
AGENCY CUSTOMER ID:	

☐ THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY
PER EXPIRING POLICY #:

INSURED

DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)

COVERAGES

TYPE OF INSURANCE	COVERAGE/FORMS	LIMITS: DEDUCTIBLE	COINS %	AMOUNT
PROPERTY — CAUSES OF LOSS: ☐ BASIC ☐ BROAD ☐ SPEC				
GENERAL LIABILITY		EACH OCCURRENCE		$
☐ COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES		$
☐ CLAIMS MADE ☐ OCCUR		MED EXP (Any one person)		$
		PERSONAL & ADV INJURY		$
		GENERAL AGGREGATE		$
	RETRO DATE FOR CLAIMS MADE:	PRODUCTS - COMP/OP AGG		$
VEHICLE LIABILITY		COMBINED SINGLE LIMIT		$
☐ ANY AUTO		BODILY INJURY (Per person)		$
☐ ALL OWNED AUTOS		BODILY INJURY (Per accident)		$
☐ SCHEDULED AUTOS		PROPERTY DAMAGE		$
☐ HIRED AUTOS		MEDICAL PAYMENTS		$
☐ NON-OWNED AUTOS		PERSONAL INJURY PROT		$
		UNINSURED MOTORIST		$
				$
VEHICLE PHYSICAL DAMAGE DED	☐ ALL VEHICLES ☐ SCHEDULED VEHICLES	ACTUAL CASH VALUE		
☐ COLLISION:		STATED AMOUNT		$
☐ OTHER THAN COL:				
GARAGE LIABILITY		AUTO ONLY - EA ACCIDENT		$
☐ ANY AUTO		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT		$
		AGGREGATE		$
EXCESS LIABILITY		EACH OCCURRENCE		$
☐ UMBRELLA FORM		AGGREGATE		$
☐ OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	SELF-INSURED RETENTION		$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		WC STATUTORY LIMITS		
		E.L. EACH ACCIDENT		$
		E.L. DISEASE - EA EMPLOYEE		$
		E.L. DISEASE - POLICY LIMIT		$
SPECIAL CONDITIONS / OTHER COVERAGES		FEES		$
		TAXES		$
		ESTIMATED TOTAL PREMIUM		$

SAMPLE

NAME & ADDRESS

	☐ MORTGAGEE ☐ ADDITIONAL INSURED ☐ LOSS PAYEE LOAN #
	AUTHORIZED REPRESENTATIVE

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j:\clerical\murphy\2026-126 tablerock culvert extension\specs\tech-spec\15-insurance.docx

SAMPLE

AGENCY CUSTOMER ID: _____

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars ($1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Maryland

The insurer has 45 business days, commencing from the effective date of coverage to confirm eligibility for coverage under the insurance policy.

Applicable in Michigan

The policy may be cancelled at any time at the request of the insured.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than $1,000,000.00 when proof is required: (A) Shall be fined not more than $500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

Applicable in the Virgin Islands

This binder is effective for only ninety (90) days. Within thirty (30) days of receipt of this binder, you should request an insurance policy or certificate (if applicable) from your agent and/or insurance company.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

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

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 is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer 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 or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____ _____
Name of signatory Signature Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

FORM 1295 INSTRUCTIONS

Certificate of Interested Parties

www.ethics.state.tx.us/File

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Changed or Amended Contracts:

Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least $1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least $1 million.

As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules (Chapter 46) to implement the law. The Commission does not have any additional authority to enforce or interpret section 2252.908 of the Government Code.

Filing Process:

A business entity must use the Form 1295 filing application the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a "certification of filing."

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Acknowledgement by State Agency or Governmental Entity:

The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission's filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form.

Additional Information:

Section 2252.908, Government Code.

Certificate of Interested Parties (Form 1295)**
****This is a sample form for illustration purposes only. DO NOT FILL OUT THIS SAMPLE FORM. Form 1295 MUST BE FILED ELECTRONICALLY! Paper copies and PDF copies of this sample form are not accepted!**

Chapter 46, Ethics Commission Rules (includes new rule 46.4, regarding changes to contracts, which went into effect on January 1, 2017)

Frequently Asked Questions

Last Revision: December 21, 2017

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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.

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

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

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.

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 _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____ , on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Must file online at https://prd.tecprd.ethicsfile.com/File/

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 5/14/2025

CONSTRUCTION STAKING CERTIFICATION

CONSTRUCTION STAKING

Control for the project has been set by the Engineer and control is shown in the Construction Plans.

Contractor shall complete all construction staking. Cut sheets shall be provided to the inspector.

Prior to commencement of the work by the Contractor, the Contractor shall submit an electronic digital file (.DWG or .DXF format) containing a minimum of two Birkhoff, Hendricks & Carter, L.L.P. control points and this certification form stating that the construction staking is tied to the project control points established in the Plans.

The Engineer will review Contractor's electronic survey file to verify that the survey file is tied to the project control.

I, _____ of _____
(Surveyor's Name *(Company)*

certifies that all construction staking is tied to the project control system.

_____ _____ _____
Signature Date Printed Name

Note: To be submitted when construction staking control and cut sheet staking commences.

CITY OF MURPHY, TEXAS

GENERAL CONDITIONS
(Current for the 5th Edition, dated November 2017, with Latest Amendments)

PART 1: GENERAL CONDITIONS - DIVISION 1, CITY CONSTRUCTION CONTRACTS

The General Provisions of the North Central Texas Standard Specifications are the General Conditions for this contract and shall be modified and clarified by the addition to the following requirements to the various items. Except when specifically stated, none of the requirements of the General Conditions shall be deleted. Item numbers with a plus (+) sign indicates items added to the Standard Specifications. Where NCTCOG Specifications are updated or item numbers between these amendments to the General Conditions and the NCTCOG General Provisions do not agree, the title or intent of the subject heading shall control. The General Conditions are hereby amended as follows:

ITEM 102.11 REJECTION OF PROPOSALS

Change the second sentence of Item 102.11 to read: "Proposal may be rejected for any of the following specific reasons, but not necessarily limited thereto:"

ITEM 102.12 DISQUALIFICATION OF BIDDERS

Change the first sentence of Item 102.12 to read, "Bidders may be disqualified and their proposal not considered for any of the following specific reasons, but not necessarily limited thereto:"

ITEM 103.2 AWARD OF CONTRACT

Substitute the following:

The Owner intends to issue a purchase order for this project within sixty (60) days after the date of opening bids on the basis of the lowest acceptable bid submitted by a qualified bidder, as determined by the Owner. The Contractor or Contractors shall complete execution of the required Bonds and Contract within fifteen (15) calendar days of such notice.

Within five (5) working days after the bid opening, the low bidder shall submit such evidence as the Owner may require establishing the bidder's qualifications to satisfactorily perform the work included in this project. The minimum information required shall include but may not be limited to the following:

(1) Current Financial Statement, Balance Sheet, and Income Statement.

(2) List of projects that have been satisfactorily completed by the Bidder that are of the same general type as included in this contract, together with names, addresses and phone numbers or persons familiar with this work.

(3) Other information that may be pertinent to the Bidder's Qualifications.

Should the bidder fail to produce evidence satisfactory to the Owner on any of the foregoing points he may be disqualified and the work awarded to the next bidder so qualifying.

ITEM 103.4.5.3 POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

Add the following:

(5) "Should any person sustain bodily injury or property damage within the limits of this project, the Contractor or his insurance agent shall investigate and report immediately his findings in writing to the Owner. The Owner, in his sole discretion, may elect at any time to file for coverage directly under the Owner's and Contractor's Protective Liability Policy."

ITEM 103.6 NOTICE TO PROCEED AND COMMENCEMENT OF WORK

Change the second and third sentences of 103.6 to read: "The Owner will notify the successful bidder, in writing, within sixty (60) calendar days after the date of opening bids, of the acceptance of the proposal. The Contractor or Contractors shall complete execution of the required Bonds and Contract within fifteen (15) calendar days of such notice."

ITEM 105.3 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Delete this section in its entirety and substitute therefore Section SC.41 - SHOP DRAWINGS & ENGINEERING DATA in the Special Conditions.

ITEM 105.4 CONSTRUCTION STAKES

Delete in its entirety and substitute therefore the following:

The City of MURPHY will furnish and set control points for this project as shown on the plans. Establishment of the aforementioned control points by the Owner shall in no way release the Contractor of the responsibility of the correctness of the control points or the responsibility for checking to ensure that the work is constructed to the lines and grades as shown on the plans.

The control points set by the City of MURPHY will be set sufficiently in advance of the work to avoid delays. The Contractor will be held responsible for the preservation of all control points, and if, in the opinion of the City of MURPHY, any of the control points have been carelessly or willfully disturbed by the Contractor, the cost of replacing them will be charged against him and deducted from the payment for the work.

The Contractor shall furnish and set additional stakes and other materials and templates necessary for making and maintaining points and lines, including layout stakes, line and grade stakes for grading, paving, culverts, bridges, structures and appurtenances.

The City of MURPHY will perform such checking of the Contractor's stakes as considered necessary by the City of MURPHY. Such checking by the City of MURPHY will in no way release the Contractor of his responsibility for the correctness of the stakes or the responsibility for checking to insure that the work is constructed to the lines and grades as shown on the plans.

ITEM 106.5 WATER FOR CONSTRUCTION

The Contractor shall make the necessary arrangements for securing and transporting all water required in the construction, including water required for mixing of concrete, sprinkling, testing or flushing. The City of MURPHY shall provide water as required at the expense of the City, unless the proposed facility fails pressure tests.

Any party requesting the use of a temporary meter on a fire hydrant in the City of MURPHY shall execute an agreement with the City of MURPHY and shall deposit with the City of MURPHY the amount required by ordinance. Such deposit shall be returned upon payment of all charges for water use, and upon return of the meter, fittings, and wrench in their original condition.

Stationary meters shall be locked to fire hydrants at all times. Installation, set up and service fees shall be in the amounts established by ordinance.

It shall be unlawful for any person to open or close any fire hydrant used to obtain water for any purpose with any tool or device other than a standard accepted fire hydrant wrench, which can be supplied by the City of MURPHY.

All stationary fire hydrant meters shall be read monthly at their location in the field. All mobile fire hydrant meters are to be brought to the MURPHY Utility Meter Department, MURPHY, Texas, between the 1st and 10th of each month to be read.

Representatives of the MURPHY Utility Meter Department shall read temporary fire hydrant meters monthly, and bills rendered at the current rates for all consumption. Customers using such meters shall comply with the written procedures implemented by the Director of Public Works with regard to making the meters available to be read by representatives of the MURPHY Water Department. It shall be unlawful for any person to fail to make such meter available to be read by representatives of the MURPHY Utility Meter Department, as required by written procedures issued by the Director of Public Works.

Upon conviction of violation of the above requirements punishment shall be by fine not to exceed Two Hundred Dollars ($200.00). Each day on which a violation exists shall constitute a separate offense.

ITEM 107.2 INDEMNIFICATION

Delete Item 107.2 in its entirety and substitute therefore the following:

The Contractor and his sureties shall indemnify, defend and save harmless the OWNER and all of its officers, agents and employees, ENGINEER and all of its officers and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries, including death or damages received or sustained by any person, persons or property on account of the operations of the Contractor, his agents, employees or subcontractors; or on account of any negligent act, omission or fault of the Contractor, his agents, employees or subcontractors in the execution of said contract; or on account of the failure of the Contractor to provide the necessary safety devices; and shall be required to pay any judgment, with cost, which may be obtained against the Owner or Engineer growing out of such injury, including death or damage.

ITEM 107.14 STATE AND LOCAL SALES AND USE TAXES

Delete in its entirety and substitute therefore the following:

Recent legislation has removed the sales tax exemption previously provided by Section 151.311 of the Tax Code covering tangible personal property purchased by a contractor for use in the performance of a contract for the improvement of City-owned realty.

It is still possible, however, for a contractor to make tax-free purchases of tangible personal property, which will be incorporated into and become part of a City construction project through the use of a "separated contract" with the City. A "separated contract" is one, which separates charges for materials from charges for labor. Under such a contract, the contractor becomes a "seller" of those materials, which are incorporated into the project, such as bricks, lumber, concrete, paint, etc. The contractor issues a resale certificate in lieu of paying the sales tax at the time such items are purchased. The contractor then receives an exemption certificate from the City for those materials. (This procedure may not be used, however, for materials, which do not become a part of the finished product. For example, equipment rentals, form materials, etc. are not considered as becoming "incorporated" into the project.)

Utilization of this "separated contract" approach eliminates the need for bidders to figure in sales tax for materials, which are to be incorporated into the project. Bid items that contain

non-taxable materials are identified in the Bid Schedule for this project. The successful bidder will be required to complete a Contract Form provided by the Owner identifying and separating non-taxable materials from the labor and taxable materials that are not incorporated into the finished project. The completed contract form will be used to develop the "separated contract" and will determine the extent of the tax exemption.

ITEM 108.2 PROSECUTION OF THE WORK

Add the following to the end of the first paragraph: "regardless of the expected completion date set forth in the Contract Documents."

Delete the third paragraph in its entirety.

ITEM 108.14 ANTITRUST

The Contractor hereby assigns to the Owner any and all claims for over-charges associated with this contract which arise under the Antitrust Laws of the United States, 15 U.S.C.A. Section 1, et seq, (1973).

SPECIAL CONDITIONS

CITY OF MURPHY (OWNER)

TABLEROCK CULVERT EXTENSION

SPECIAL CONDITIONS
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CITY OF MURPHY (OWNER)

TABLEROCK CULVERT EXTENSION

SPECIAL CONDITIONS

SC.01 GENERAL

The provisions of this section of the specifications shall govern in the event of any conflict between them and the "General Conditions."

SC.02 LOCATION OF PROJECT

Refer to the Construction Plan Location Map.

SC.03 OWNER, ENGINEER AND INSPECTOR

Owner is the City of Murphy acting through their duly authorized personnel and agents. All notices, letters, and other communications shall be directed to the Owner's Engineer and shall be addressed and delivered to:

Mr. Marc Bentley, P.E.
Birkhoff, Hendricks & Carter, LLP
11910 Greenville Ave. # 600
Dallas, Texas 75243

The Owner reserves the right to employ a Representative to observe the construction and perform on-site inspection on the Owner's behalf. The Owner's Representative will observe and check the construction in sufficient detail to satisfy himself that the work is proceeding in general accordance with the contract documents, but he will not be a guarantor of the Contractor's performance.

SC.04 FORMS PLANS AND SPECIFICATIONS FURNISHED

The Engineer will furnish five (5) sets of half size (11"x17") plans and specifications to the Contractor, at no charge, for construction purposes. Additional copies of plans and specifications may be obtained from the Engineer at cost of reproduction, upon request.

SC.05 SCOPE OF WORK

The work to be performed shall consist of furnishing all plant, labor, materials and equipment, and performing all work required for complete construction of the Project called:

TABLEROCK CULVERT EXTENSION

SC.06 CONSTRUCTION DATA AND RECORD DRAWINGS

Maintenance of Documents. The Contractor shall maintain one record copy of all Specifications, Construction Drawings (Plans), Addenda, Change Orders and Shop Drawings and other modifications to the Contract, field test reports and other documents submitted by the Contractor in compliance with these specifications. These documents shall be maintained at the site in good order and annotated to show all changes made during the construction process apart from those used for construction purposes. These shall be available to the Owner and Engineer and shall be delivered to the Engineer upon completion of the work unless otherwise directed by the Owner.

Recording. Each document shall be labeled "Project Record Copy" in 2-inch high printed letters. The record documents shall be kept current. No work shall be covered until required information has been recorded.

Contract Drawings. The appropriate drawing shall be legibly marked to record, where applicable:

- Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
- Field changes of dimension and detail made during the construction process.
- Changes made by Change Order or Supplemental Agreements.
- Details not on the original Contract Drawings.
- Manufacturer, trade name, catalog number and supplier of each product and item of equipment installed.
- Other matters not originally specified.

SC.07 SHOP DRAWINGS & ENGINEERING DATA

Engineering data covering all equipment and fabricated materials to be furnished under this contract that shall be permanently incorporated to the project shall be submitted to Engineer for review. This data shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and operation of component materials and devices; the external connections, anchorages, and supports required; performance characteristics; and dimensions needed for installation and correlation with other materials and equipment.

All submittals regardless of origin, shall be stamped with the approval of Contractor and identified with the name and number of this contract, Contractor's name, and references to applicable specification paragraphs and Contract Drawings. Each submittal shall indicate the intended use of the item in the work. When catalog pages are submitted, applicable items shall be clearly identified. Current revision, issue number, and date shall be included on all drawings and descriptive data.

Contractor's stamp of approval is a representation to Owner and Engineer that Contractor accepts full responsibility for determining and verifying all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, and that he has reviewed or coordinated each submittal with the requirements of the work and the Contract Documents.

All deviations from the Contract Documents shall be identified on each submittal and shall be tabulated in Contractor's letter of transmittal. Such submittals shall, as pertinent to the deviation, indicate essential details of all changes proposed by Contractor (including modifications to other facilities that may be required as a result of the deviation) and all required piping diagrams.

Contractor shall accept full responsibility for the completeness of each submission, and, in the case of a resubmission, shall verify that all exceptions previously noted by Engineer are accounted for.

Contractor shall submit shop drawings electronically in .PDF format to the email address: **mbentley@bhcllp.com** Each submittal shall be numbered, referenced to Specification or Plan Sheet. Comments on shop drawings will be returned to the Contractor in .PDF format via email. Engineer will not accept submittals from anyone but Contractor.

When the drawings and data are returned marked rejected or revise and resubmit, the corrections shall be made as noted thereon and as instructed by Engineer and electronically submitted with revision number.

When corrected copies are resubmitted, Contractor shall in writing direct specific attention to all revisions and shall list separately any revisions made other than those called for by Engineer on previous submissions.

It will be Contractor's responsibility to schedule the submission of submittals so as not to impede the scheduled construction activities or affect the completion date.

Any need for more than one resubmission, or any other delay in obtaining Engineer's review of submittals, will not entitle Contractor to extension of the Contract Time unless delay of the work is directly caused by a change in the work authorized by a Change Order or by failure of Engineer to return any submittal within fourteen (14) days after its receipt in Engineer's office.

The Engineer's review of drawings and data submitted by Contractor will cover general conformity to the Drawings and Specifications, external connections and dimensions that affect the layout. Engineer's review does not indicate a thorough review of all dimensions, quantities, and details of the material, equipment, device, or items shown. Engineer's review of submittals shall not relieve Contractor from responsibility for errors, omissions, or deviations or responsibility for compliance with the Contract Documents.

When the drawings and data are returned marked MAKE CORRECTIONS NOTED, NO EXCEPTIONS TAKEN, or RECORD COPY, no additional copies need be furnished.

SC.08 LINES AND GRADES

The Owner had the Engineer establish the horizontal control points and benchmarks as shown on the Plans. The Contractor shall give the Owner at least five (5) days' notice prior to the need for establishment of additional control points and benchmarks. Establishment of the horizontal control and benchmarks by the Owner shall in no way relieve the Contractor of the responsibility of constructing the work in accordance with the alignment and grade as shown on the Plans. The Contractor will be responsible for setting all field and construction staking. Any work performed without being properly located may be ordered removed and replaced at the Contractor's expense.

SC.09 PERMITS, LICENSES AND REGULATIONS

Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. If the Contractor observes that the Drawings and Specifications are at a variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be made as provided in the contract for changes in Work. The Contractor shall comply with all federal, state and local laws, rules and regulations of every kind and nature applicable to the performance of its Work hereunder and shall hold the Owner harmless therefrom.

SC.10 REFERENCED SPECIFICATIONS

Where reference is made in these specifications to specifications compiled by others, such reference is made for expediency and standardization from the material supplier's point of view, and such specifications referred to are hereby made a part of these specifications.

SC.11 REVIEW OF WORK

The Owner shall have the right to review the Work while such Work is in progress to ascertain that the work is being accomplished in compliance with the standards and requirements set forth in the contract Documents. Notwithstanding such review, the Contractor will be held responsible for the

finished Work, and any acceptance of the Work by the Owner will not relieve the Contractor from responsibility for the Work. The Owner reserves the right to place full-time construction observers at the site of the Work.

The Owner and his representatives shall always have access to the work when in preparation or progress, and the Contractor shall provide proper facilitates for such access and review.

If the Specifications, the Owner's instructions, laws, ordinances, or any public authority require any Work to be specially tested, the Contractor shall be responsible for the timely notice of its readiness for testing, and if the testing is by an authority other than the Owner, of the date fixed for such testing.

The Owner may order any Work to be re-examined, and, if so ordered, the Contractor must uncover the Work. If such Work is found to be in accordance with the Contract Documents, the Owner shall pay the cost of the re-examination and replacement of cover. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs.

SC.12 PROPERTY LINES AND MONUMENTS

All property corners, control monuments, construction and survey stakes and marks shall be carefully preserved by the Contractor, and in case of careless damage, destruction or removal by the Contractor, his employees, or subcontractors such stakes or marks shall be replaced at the Contractor's expense.

SC.13 DISCREPANCIES

If the Contractor, in the course of the Work, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors or omissions in Drawings or in the layout as given by survey points and instructions, or if it appears that any Plan, Specification or other Contract Document is or may be not in compliance with any building code or other requirement of any governmental body, the Contractor shall immediately inform the Owner in writing, and the Owner shall promptly verify the same. Any Work done after such discovery, until authorized, will be done at the Contractor's risk.

SC.14 DEFINITION OF TERMS

Owner: City of Murphy.

Engineer: An agent designated by the Owner to assume the duties and responsibilities assigned to Engineer in the Contact Documents, with the corresponding rights and authority.

Consulting Engineer is Birkhoff, Hendricks & Carter, L.L.P., 11910 Greenville Avenue, Suite 600, Dallas, Texas 75243, or such other Engineer employed by the Owner and authorized by the Owner to act in any position.

General Contractor, Contractor or Construction Contractor: The construction contractor selected by the Owner for the construction of the project.

Calendar Days: A Calendar Day shall be defined as including all days with no exceptions.

Final Completion: For the purposes of tracking construction time, release of retainage and assessing liquidated damages, Final Completion shall be defined as the date upon which all items that were identified during the final walk through (punch list) are completed, the Contractor has requested final acceptance of the project and all items have been completed to the satisfaction of the Owner.

SC.15 ALLOTTED COMPLETION TIME

The Notice to Proceed shall consist of a written request by the Owner for the Contractor to proceed with construction of the project. In the event no Notice to Proceed is given, the Contract Time will commence to run ten (10) days after the day on which the Owner delivers the executed Agreement to the Contractor. Completion of this project at the earliest time possible is extremely important. The project shall be complete within **Ninety (90) calendar days**. A calendar day is any day of the week or month, no days being excepted.

SC.16 EXISTING STRUCTURES AND SERVICE LINES

The plans show the location of all known surface and subsurface structures. However, the Owner and Engineer assume no responsibility for failure to show any or all these structures on the plans, or to show them in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered necessitates line or grade changes, or require the building of such work, provisions for which are not made in the plans and proposal, in which case the provision in these specifications for extra work shall apply.

The Contractor shall verify the locations of all existing utilities and irrigation system components sufficiently in advance of the construction so that if it is necessary to change or move a utility, the progress of the work will not be delayed.

The Contractor shall be responsible for the protection of all existing service lines crossed or exposed by his construction operations. Where existing service lines are cut, broken or damaged, the Contractor shall immediately replace the service lines with the same type of original construction, or better, at his own cost and expense. All replacement backfill and compaction shall be accomplished in strict accordance with the requirements of the owner of the utility or service line.

The Contractor shall be required to comply with the General Project Notes and other notes shown in the Plans. Contract plans show known existing utilities that may be crossed by the proposed improvements. Contractor shall, in the presence of the Owner, uncover all these utilities prior to the submission of shop drawings or installation of proposed improvements.

If the information indicates that there is a conflict between the existing utility and the grade and/or alignment of the proposed pipeline, the Contractor shall submit a revised profile and/or plan for review by Owner and Engineer.

SC.17 PUBLIC UTILITIES AND OTHER PROPERTY

It will be the Contractors responsibility to contact the proper authority, and set up a field meeting to verify by uncovering of the utility and determine the location and elevation of each major utility described above, at least two weeks prior to crossing the utility. The Contractor shall notify the Owner and the Consulting Engineer immediately of field conditions encountered, if field conditions vary from those shown on the contract plans, and allow at least 10-calendar days for the Consulting Engineer to make any necessary adjustments in line or grade. Failure by the Contractor to make proper and timely verification of the existing utilities shall be justification for rejection of claim for extra cost by the Contractor.

If, after field verification, it is necessary to change or move the property of a property owner or of a public utility, seven (7) days' notice shall be given before such change, and such property shall not be moved or interfered with until authorized by the property owner and the utility company. The right is reserved to the property owner or public utilities to enter upon the limits of the project for the purpose of making such changes or repairs of their property that are necessary for performance of this contract. In case it is necessary to change or move the property of the Owner or of a public utility, such property shall not be moved or interfered with until authorized by the utility company and approved by the Owner.

SC.18 LIGHTS AND POWER

The Contractor shall provide, at his own expense, temporary lighting and power facilities required for the proper execution of the Work.

SC.19 WATER FOR CONSTRUCTION

The Contractor shall make the necessary arrangements for securing and transporting all water required in the construction, including water required for mixing of concrete, sprinkling, construction testing, flushing, watering of grassed areas, etc. The cost for water used on the project shall be as described in the General Conditions under Item 106.5+ Water for Construction. The Contractor shall obtain a temporary meter from the City of Murphy with a $1,500.00 deposit. Water use will be subtracted monthly from the deposit and any unused amount returned to the Contractor when meter is returned in satisfactory condition.

SC.20 PERMITS AND RIGHTS-OF-WAY

The Owner will provide rights-of-way for the purpose of construction without cost to the Contractor by securing permits in areas of public dedication or by obtaining easements across privately owned property. It shall be the responsibility of the Contractor, prior to the initiation of construction on easements through private property, to inform the property owner of his intent to begin construction. Before beginning construction in areas of public dedication, the Contractor shall inform the agency having jurisdiction in the area forty-eight (48) hours prior to initiation of the Work.

The Contractor shall restrict construction activities to the property, rights-of-way and easements obtained by the Owner for the construction of this project.

SC.21 PRECONSTRUCTION CONFERENCE

Prior to the commencement of work at the site, a pre-construction conference will be held at a mutually agreed time at City facilities. The conference shall be attended by:

- Contractor and his superintendent
- Principal Subcontractors
- Representatives of principal suppliers and manufacturers as appropriate
- Engineer
- Representatives of Owner
- Others as requested by Contractor, Owner or Consulting Engineer

Unless previously submitted to Owner, Contractor shall bring to the conference a tentative schedule for each of the following:

- Progress Schedule
- Cash Flow Schedule
- Shop Drawings and other submittals

- Bid Item No.1 Lump Sum Itemized Breakdown

The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The agenda will include:

- Contractor's tentative schedules
- Discussion on transmittal, review and distribution of Contractor's submittals
- Processing applications for payment
- Maintaining record documents
- Critical work sequencing
- Field decisions and Change Orders
- Use of premises, storage areas, security, and Owner's needs

Owner will preside at the conference and arrange for keeping the minutes and distributing the minutes to all parties in attendance.

SC.22 ADDENDA

Bidders desiring further information, or interpretation, of the Contract Documents, Plans or Specifications, must make written request for such information to the Engineer at least seventy-two (72) hours before the Bid opening. Answers to all such requests will be given in writing to all Bidders in addendum form and all addenda will be bound with and made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding. Should a Bidder find discrepancies in, or omissions from, the Plans, Specifications or Contract Documents, or should he be in doubt as to their meaning, he shall at once notify the Engineer in writing in order that a written addendum may be sent to all Bidders.

SC.23 EXCAVATION AND DRAINAGE

The Contractor shall exercise all reasonable precautions to ensure that his excavations and other construction do not block drainage from adjacent properties and shall endeavor to prevent standing water at the construction site.

SC.24 CONTRACTOR'S BID AND PAY ITEMS

The Contractor's Bid shall be on a Unit Price basis for construction of the Project as shown and described in the Contract Documents and shall include all costs including a pro-rata share of overhead, bonds and profit.

Bid items provided are intended to be all-inclusive of the work required on this project. Work required by the plans or specifications but not provided with a specific pay item shall be considered incidental to other items of work.

SC.25 OWNER'S STATUS

The Engineer shall perform technical reviews of the Work. He shall also have authority to reject all Work and materials, which do not conform to the Contract and to decide questions that arise in the execution of the Work.

SC.26 OWNER'S DECISIONS

The Owner shall, within a reasonable time after their presentation to him, make decisions in writing on all claims of the Contractor and on all other matters relating to the execution and progress of the

Work or the interpretation of the Contract Documents. This project shall be subject to final approval by the City of Murphy.

SC.27 OWNER MAY SUSPEND WORK

Owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than 90 days by notice in writing to Contractor and Engineer that shall fix the date on which work shall be resumed. Contractor shall resume the work on the date so fixed. If submitted in writing by the Contractor, as provided for in the General Conditions and Special Conditions of the Contract and approved by the Owner, the Contractor will be allowed an increase in contract price or an extension of the contract time, or both, as judged by the Owner to be directly attributable to any suspension.

SC.28 CLEANUP AND DISPOSAL OF WASTE & SURPLUS

The Contractor shall at all times keep the job site free from all excess material, debris and rubbish, as necessary or as directed by the Owner and shall at least once a week remove same from any portion of the job site or when it becomes objectionable or interferes with the progress of the project, or operation of existing facilities. The Contractor shall restore the job site continuously and maintain all restored areas until final acceptance by the Owner.

All trees, stumps, cuttings, brush, concrete, asphalt or other debris removed from the site prior to the construction shall be removed from the property and properly disposed of. The Contractor shall select sites for dumping and shall obtain any required permits. No burning will be allowed.

SC.29 LIQUIDATED DAMAGES

The Contractor understands and agrees that time is of the essence. Contract time shall commence within ten (10) calendar days from the Notice to Proceed being issued to the contractor. The Contractor shall complete all work within the time bid as stated on Standard Form of Agreement, after being provided with a Notice to Proceed. The Owner and Contractor acknowledge that the actual damages the Owner may sustain if the Contractor fails to complete the work on time are uncertain and will be difficult to ascertain. Consequently, the Contractor agrees to pay the Owner the sum of **Two Hundred Fifty Dollars ($250.00)** for each calendar day any work required for final completion is overdue until final completion has been achieved in the opinion of the Owner. Definitions for final completion is provided in the Special Conditions Section SC.14.

This amount is payable as reasonable and just compensation for failure to complete the work on time. This amount is payable as liquidated damages and not as a penalty and shall be deducted from the Contractor's monthly pay request if the required completion is not accomplished within the time allotted.

SC.30 USE OF EXPLOSIVES

Use of explosives will not be allowed.

SC.31 PROJECT MAINTENANCE

The Contractor shall maintain, and keep in good repair, the improvements covered by these plans and specifications during the life of this contract.

SC.32 REMOVALS, ADJUSTMENTS AND REPLACEMENTS

Existing pavements, driveways, curbs, gutters, sidewalks, etc., removed to facilitate construction of the improvements shall be broken up and disposed of. Care shall be exercised to leave a neat, uniform edge or joint at the excavation limits or sections removed where only portions are to be removed. The

Engineer will designate the limits to be removed. Where pavements, driveways, curbs, gutters, sidewalks, etc., shall be replaced they shall be replaced equal to the original or better.

Existing structures such as manholes, inlets, cleanouts, valve boxes, etc. that are not the property of a private firm or company, or an individual required to move their own property, shall be adjusted, altered or reset to the required elevation and alignment. New materials and workmanship necessary shall conform to the requirements of these Specifications covering the Work. Salvaged materials in good condition may be used in rebuilding such structures, provided the materials are thoroughly cleaned before their use and are accepted by the Owner prior to their use.

All private obstructions shown on the Plans to be moved, will be removed and replaced, or moved to new permanent locations by the Contractor, without additional payment to the Contractor. Any such additional item that the Contractor moves or causes to be moved for his own convenience shall be at his own expense.

SC.33 FENCES, IMPROVEMENTS AND DRAINAGE CHANNELS

Fences or other improvements removed to permit construction shall be replaced in the same location in a condition as good as, or better, than original. There shall be no separate pay item for fences removed or damaged beyond the limits shown in the plans.

The Contractor at his expense shall provide temporary fencing for maintenance of site security. Temporary fencing, with gates, to restrain livestock shall be provided through areas where livestock are pastured, unless the Contractor makes satisfactory arrangements with the landowner and/or tenant. The temporary fence shall be installed on the easement lines or right-of-way lines.

Where surface drainage channels or drainage structures are disturbed or altered during construction, they shall be restored to their original condition of grade and cross section as soon as possible unless otherwise shown on the plans. Temporary channels required to provide adequate drainage during construction shall be provided and maintained by the Contractor. No separate payment shall be allowed.

SC.34 TRAFFIC CONTROL - BARRICADES, LIGHTS AND WATCHMEN

The Contractor shall furnish and erect such barricades, fences, lights and danger signals, shall provide such watchmen and flagmen, and shall provide such other precautionary measures for the protection of the public and workers or property and of the work as are necessary. The Contractor shall be responsible for providing traffic control during the construction of this project in accordance with the latest version of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways. The Contractor shall always furnish and maintain enough lights and barricades to keep vehicles from being driven on or into any work under construction .

The Contractor shall be held responsible for all damage to the work due to failure to provide adequate precautionary measures such as barricades, signs, lights, watchmen and flagmen to protect the work and whenever evidence is found of such damage the Contractor shall immediately remove the damaged portion and replace it at his cost and expense. The Contractor's responsibility for the maintenance of barricades, signs, and lights, and for providing watchmen and flagmen shall not cease until the Owner has finally accepted the project.

The Contractor will not remove any regulatory sign, instructional sign, street name sign, or other sign that has been erected by the City without the City's consent. If it is determined that a sign must be removed to permit required construction, the Contractor shall contact the City of Murphy to remove the sign. In the case of regulatory signs, the Contractor must replace the permanent sign with a temporary sign meeting the requirements of the above-referenced manual, and such a temporary sign

must be installed prior to the removal of the existing sign. There shall be no separate payment for this work.

SC.35 CONSTRUCTION IN PUBLIC ROADS

Contractor shall comply with all federal, state, county and city regulations pertaining to construction in public roadway and traffic safety. No public road shall be entirely closed overnight. It shall be the responsibility of the Contractor to build and maintain all weather bypasses and detours, if necessary, and to properly light, barricade and mark all bypasses and detours that might be required on and across the roads involved in the work included in this contract.

The Contractor shall make every effort to complete construction and allow immediate access to adjacent property at driveway entrances located along the roads. Owners or tenants of improvements where access and/or entrance drives are located shall be notified at least twenty-four (24) hours prior to the time the construction will be started at their driveways or entrances, and the Contractor shall provide temporary ingress to entrance drives where necessary at his expense.

In addition to roads and entrances cut by construction excavation, if any other roads or streets in the area are used by the Contractor or Subcontractors during the progress of construction and are damaged by the Contractor in the opinion of the Owner's representative, the Contractor, when directed by the Owner's representative, shall immediately repair such damage. In the event the repairs and maintenance are not made in a reasonable period of time and it becomes necessary for the State, County or Owner to make such repairs, the Contractor shall reimburse the State, County or Owner for the cost of such repairs.

The Contractor shall, always, keep a sufficient width of the roadway clear of dirt and other materials to allow the free flow of traffic on the project site. The Contractor shall assume all responsibility for damage, personal or otherwise, that may be caused by the construction along roads or private drives.

Utility installations in or through the rights-of-way of the highways of the Texas Department of Transportation shall conform to the requirements contained in the Texas Department of Transportation Utility Accommodations Policy adopted in July 1974, along with the current revisions thereto.

SC.36 SITE ADMINISTRATION

Contractor shall be responsible for all the area of the site used by him and all Subcontractors in the performance of the work. He will exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such controls as may be specifically reserved to Owner or others.

SC.37 SUPERINTENDENCE BY CONTRACTOR

The Contractor shall always have on the project, as his agent, a competent Superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed. The Superintendent shall have full authority to execute orders or directions and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of work subcontracted. The Contractor shall always be responsible for supervision of all work performed by the subcontractor during construction.

SC.38 WORKING DAY

Normal working hours shall be between 7:00 a.m. to 7:00 p.m., Monday through Friday. Work on Saturdays, Sundays or legal holidays will not be permitted without the permission of the City of Murphy. Should Contractor desire to work on these days, he shall contact the City of Murphy, in writing, for approval at least 48 hours in advance. However, emergency work may be done without prior permission. Tie-ins and connections to existing facilities will be made at time authorized by the City of Murphy. Daily or weekly overtime charges for City Inspectors shall be in accordance with NCTCOG Item 105.9.3.

SC.39 DUST CONTROL

Contractor shall take responsible measures to prevent unnecessary dust. Earth surfaces subject to creating dust shall be kept moist with water or by application of a chemical dust suppressant. Dusty materials in piles or in transit shall be covered when practical. Proper ventilation and suitable dust screens shall be provided for machinery, motors, instrument panels and similar equipment.

SC.40 POLLUTION CONTROL

Contractor shall prevent the release of sanitary wastes, sediment, debris and other substances resulting from construction activities. No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris or other substance will be permitted to enter sanitary sewers and the Contractor shall provide all reasonable measures to prevent such materials from entering any drain or watercourse.

SC.41 SANITARY FACILITIES

Contractor shall furnish temporary sanitary facilities at the site, as provided herein, for the needs of all construction workers and others performing work or furnishing services on the project.

Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 workers. Contractor shall enforce the use of such sanitary facilities by all personnel at the site.

SC.42 COORDINATION WITH OTHERS

In the event other contractors are doing work in the same area simultaneously with this project, the Contractor shall coordinate his proposed construction with that of the other contractors.

SC.43 PROJECT ACCESS

Access to the project shall be limited to public rights-of-way or easements provided by the City of Murphy. If additional access is required or desired it shall be acquired by the Contractor, with written approval from the affected property owner(s) being provided to the City of Murphy. The City of Murphy shall receive such approval(s) prior to use of additional access areas. Contractor shall be responsible for all street repairs necessary for use of unapproved streets.

SC.44 COMPLIANCE WITH APPLICABLE CODES, STANDARDS AND LAWS

References in the Contract Documents to local codes means any applicable Federal, State, and local laws, code, and regulations, including, but not limited to, the requirements of the Occupational Safety and Health Act of 1970 and the Texas Occupational Safety Laws. The Contractor shall take appropriate safety and health precautions to protect the work, the workers, the public, and the property of others. Reference to the standards of any technical society, organization, or association, or to codes of local or state authorities, shall mean the latest standard, code, specification, or tentative standard adopted and published at the date of receipt of bids, unless specifically stated otherwise.

Contractor shall familiarize himself with the nature and extent of the specifications, site conditions, traffic and safety requirements, and comply with all federal, state and local laws, ordinances, rules and regulations. Contractor shall determine how compliance with requirements, laws, rules, and regulations will affect his cost, progress or performance of the Work.

SC.45 RESOLUTION OF DISPUTES

The parties hereby covenant and agree that in the event of any controversy or dispute of claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this agreement, including but not limited to any claims based on contract, tort, or statute, before filing a lawsuit, the parties agree to submit the matter to **non-binding** mediation pursuant to the laws of the State of Texas. The parties shall select a third-party mediator from the current list of neutral parties on file with the County District Court. The proceedings shall be conducted in accordance with the laws of the State of Texas.

SC.46 COMPLIANCE WITH IMMIGRATION LAWS

Contractor shall take all steps necessary to ensure that all the Contractor's employees are authorized to work in the United States as required by the current laws regarding legal status.

SC.47 STATE AND CITY SALES TAXES

The OWNER qualifies for exemption from the state and local sales and use taxes, pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act. Therefore, the Contractor shall not pay such taxes which would otherwise be payable in connection with the performance of this contract.

The Contractor shall issue an exemption certificate in lieu of the tax on the purchase, rental or lease of:

a) all materials, supplies, equipment and other tangible personal property incorporated into the real property being improved; and

b) all materials, supplies, equipment and other tangible personal property used or consumed by the Contractor in performing the contract with the Owner.

Materials and supplies "used in the performance of a contract" include only those materials incorporated into the property being improved and those supplies directly used to incorporate such materials into the property being improved. Overhead supplies and supplies used indirectly or only incidental to the performance of the contract with the Owner are not included in the exemption.

Under "reasons said purchaser is claiming this exemption: in the exemption certificate, the Contractor must name the Owner and the project for which the equipment, materials and supplies are being purchased, leased or rented.

SC.48 INSURANCE

Satisfactory certificates of insurance for all coverage listed herein and in the Construction Agreement shall be filed with the Owner prior to starting any construction work on this contract. Insurance shall include Owner and Engineer as additional insured parties and shall be in conformance with NCTCOG Item 103.4.

Installation and Materials Risk

This insurance shall be of the "all risks" type, shall be written in completed value form, and shall protect Contractor, Owner, and Consulting Engineer against risks of damage to buildings, structures, and materials and equipment. The amount of such insurance shall be not less than the insurable value of the Work at completion.

Installation and Materials risk insurance may be in the form of an installation floater and shall provide for losses to be payable to Contractor, Owner, and Engineer as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against Contractor, Owner, and Engineer.

SC.49 WORKERS COMPENSATION

Workers' Compensation Insurance Coverage for All Building or Construction Contracts

(A) **Definitions**

Certificate of coverage - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission (the "TWCC"), or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, 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 Section 406.096 of the Texas Labor Code)- includes all person 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 agreement, which meets the statutory requirements of Texas Labor Code, §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 Owner 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 Owner, showing that the coverage has been extended.

(E) The Contractor shall obtain from each person providing services on the project, and provide to the Owner:

(1) a certificate of coverage, prior to that person beginning work on the project, so that the Owner 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 on file for the duration of the project and for one year thereafter;

(G) The Contractor shall notify the Owner 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 TWCC, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide 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 §401.011(44) for all 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 the coverage period, 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 Owner 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 other person with whom it contracts to perform as required by paragraphs (1) - (7), with the certificate or 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 Owner 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 any payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of self-insured, with the TWCC'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 Owner to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

The following is the form of notice of worker's compensation coverage prescribed by the TWCC. Pursuant to Section 110.110(d)(7), this notice must be printed with a title in at least 30-point bold type, and text in at least 19-point normal type, and shall be in both English and Spanish and any other language common to the worker population.

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must by covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at (512)440-3789 to receive further information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

This required notice should not be attached to the contract. Instead, upon request, the contractor should be provided with a copy of Section 110.110 and Figure 2 thereto.

Please note that Section 110.110 of Chapter 28 of the Texas Administration Code requires that the governmental entity retain the certificates of coverage provided by the Contractor for the duration of the project and for three years thereafter.

SC.50 TRADE NAMES AND MATERIALS

No material, which has been used by the Contractor for any temporary purpose whatever, is to be incorporated in a permanent structure without written consent of the City of Murphy. All materials incorporated in this project shall be new and free from defects.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing, in the opinion or judgment of the Engineer. Unless otherwise specified all materials shall be of the best of their respective kinds, shall be in all cases fully equal to approved samples and shall never have been used for any temporary purpose whatsoever. Notwithstanding that the words "or equal to" or other such expressions may be used in the specifications in connection with a material, manufactured article or process, the material, article or process specifically designated shall be used, unless a substitute shall be approved in writing by the Engineer, and the Engineer shall have the right to require the use of such specifically designated material, article or process.

SC.51 GUARANTY AGAINST DEFECTIVE WORK & EXTENDED WARRANTIES

The Contractor shall indemnify the Owner against any repairs which may become necessary to any part of the work performed under the contract, arising from defective workmanship or materials used therein, for a period of two (2) years from the date of acceptance of the work unless otherwise specified. All special guarantees and manufacturer's warranties that extend beyond the two-year correction period shall be issued directly to the Owner by certificate.

SC.52 CONSTRUCTION SCHEDULE

Before work is started, the Contractor shall prepare a detailed schedule of all construction operations that shall indicate the sequence of the work, the time of starting and completion of each part. The schedule shall be submitted to the Engineer for review at least 10 days prior to beginning construction operations.

Owner may require Contractor to add to his plant, equipment, or construction forces, as well as increase the working hours, if operations fall behind schedule at any time during the construction period. The Owner may withhold monthly payment estimates so long as the Contractor does not continue to maintain the construction schedule.

The Contractor shall give the Owner at least 7 days' notice of any work, such as pipe connections, which will stop existing pumping operations or flow in existing water or sewer lines. Such work shall be fully coordinated with the Owner and be pre-approved by the Owner.

SC.53 CONTRACTOR'S WARRANTY OF TITLE

Contractor warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to Owner at the time of payment free and clear of all liens, claims, security interests, and encumbrances (hereafter in these Special Provisions referred to as "Liens").

SC.54 CONTRACTOR'S CONTINUING OBLIGATION

Contractor's obligation to perform the work and complete the project in accordance with the Contract Documents shall be absolute. Neither recommendations of any progress or final payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by Owner to Contractor under the Contract Documents nor any use or occupancy of the project or any part thereof by Owner, nor any act of acceptance by Owner nor any failure to do so, nor any correction of defective work by Owner shall constitute an acceptance of work not in accordance with the Contract Documents.

SC.55 WAIVER OF CLAIMS

The making and acceptance of final payment shall constitute:

a) A waiver of all claims by Owner against Contractor other than those arising from unsettled Liens, from defective work appearing after final inspection or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein.

b) A waiver of all claims by Contractor against Owner.

SC.56 DOCUMENTATION TO ACCOMPANY APPLICATIONS FOR PAYMENT

Contractor's Applications for Payment shall be accompanied by the documentation specified herein.

a) Materials and Equipment

If payment is required for materials and equipment not incorporated in the work but delivered and suitably stored at the site, the Application for Progress Payment shall be accompanied by invoices and such data, satisfactory to Owner, as will establish Owner's title to the material and equipment and protect his interest therein, including applicable insurance.

Payments for such materials and equipment shall be based only upon the actual cost of the materials and equipment to Contractor and shall not include any overhead or profit to Contractor.

Failure to properly store materials and equipment will be cause to withhold payment for those materials and pieces of equipment.

b) Schedules and Data

Each Application for Progress Payment shall be accompanied by Contractor's updated schedule of operations, or progress report when required by Owner, with such shop drawings schedules, procurement schedules, value of material on hand included in application, and other data specified or reasonably required by Owner. An updated cash flow schedule shall accompany each partial payment request.

SC.57 PARTIAL PAYMENTS

The General Conditions of Agreement, which are a part of the Contract Documents provides, among other things, that each month the Contractor shall submit a statement showing the total value of work done and materials delivered on the site of the work during the previous month. This is interpreted to include only work accomplished in constructing the project and materials to be fabricated into the project, and the cost of mobilizing, cost of bond and insurance premiums and other items that do not result directly in actual value of work accomplished shall be pro-rated, throughout the project. Payment for materials on hand will not be allowed.

Cleanup and restoration of property on completed areas of construction is essential on this project. Restoration shall commence at the beginning of each section of work on the project and progress forward with no breaks or stops. No restored areas shall be considered for reimbursement unless the restoration is continuous and complete from the beginning point.

SC.58 APPLICATION FOR FINAL PAYMENT

In addition to all the requirements of the General Conditions, the final Application for Payment shall be accompanied by all other documentation called for in the Contract Documents, including Contractor's Affidavit of Bills Paid, Waiver of Lien, Consent of Surety to Final Payment, complete record drawings and such other data and schedules as Owner may reasonably require.

SC.59 CONTRACTOR'S AFFIDAVIT OF BILLS PAID

The Contractor shall be required to execute an affidavit of bills paid prior to the final acceptance of the project by the City of Murphy.

SC.60 RETAINAGE

Owner shall retain from progress payments, until payment is due under the terms and conditions governing final payments, amounts as defined by NCTCOG Items 109.5.2.

SC.61 CASH FLOW SCHEDULE

A schedule for cash flow payments shall be submitted to the Engineer at the pre-construction conference. The schedule shall include the projected monthly progress payment over the entire length of the contract.

SC.62 PROGRESS REPORTS & MEETINGS

If the work falls behind schedule, Contractor shall submit additional progress reports at such intervals as Owner may request.

Each progress report shall include sufficient narrative to describe current and anticipated delaying factors, their effect on the construction schedule, and proposed actions the Contractor will take to complete the project within the time allotted.

If considered necessary, the Owner will schedule monthly meetings to discuss progress with the Contractor, and the Contractor shall make himself available to the Owner for all such meetings.

SC.63 QUALITY CONTROL

Scope: The Contractor shall provide adequate Quality Control of materials and the installation furnished on this project to satisfy the Owner that the Contractor has complied with the Specifications and Contract Documents. Costs for Testing by the contractor shall be subsidiary to other items of work.

1) Testing Laboratory Services Furnished by the Contractor

Unless otherwise specified, Contractor shall be responsible for testing laboratory services in connection with concrete materials and mix designs, the design of asphalt mixtures, gradation and compaction tests for embedment, fill, and backfill materials, and all other tests and engineering data required for Engineer's review of materials and equipment proposed to be used in the work. Quality Control testing services may include but are not limited to the following:

a) Reinforced Concrete Pavement
- Analysis of Aggregates
- Decantation Tests
- Periodic Inspect Aggregate Stockpiles
- Prepare or Check Concrete Batch Design
- Slump and Air Content Tests (Every 20 Cubic Yards)
- Flexural or Compressive Strength Tests (Every 20 Cubic Yards)

b) Embankment and Backfill
- Moisture - Density Curves
- Field Compaction Tests (1 per 100 feet for every 8" loose lift)

c) Flexible Base
- Sieve Analysis
- Binder Material Liquid & Plastic Limit
- Moisture - Density Curves
- Gradation analysis of Delivered Material
- Field Density Tests

d) Structural Concrete
- Mix Design
- Batch Plant Weight and Moisture Checks
- Slump and Air Tests (Every 10 Cubic Yards)
- Compressive Strength Tests (Every 10 Cubic Yards)

2) Testing Laboratory Services Furnished by Owner for Field Monitoring Only

The Owner and/or testing laboratory personnel contracted by the Owner for the benefit of the Owner shall perform Field Monitoring Tests. Owner shall pay the costs of the Field Monitoring Testing for the tests producing results that indicate compliance with the Specifications and Contract Documents. Tests made in the field or laboratory may include weld inspections, structural steel inspections, and coating inspections along with tests on concrete, asphalt mixtures, moisture-density (Proctor), relative density tests on embedment, fill, and backfill materials, or other materials and equipment, during or after their incorporation in the work. The Engineer and or testing laboratory personnel will perform field sampling and testing, with minimum interference with construction operations. The Owner's Representative shall determine the exact time and location of field sampling and testing and may require such additional sampling and testing as necessary, for the express purpose only of monitoring the

materials and workmanship furnished by Contractor. Material and installation compliance with contract documents are solely the responsibility of the Contractor.

Contractor shall furnish all sample materials and cooperate in the sampling and field-testing activities, interrupting the work when necessary. Contractor shall furnish personnel, equipment and facilities to perform sampling and field-testing activities when so required by the Owner. Contractor shall furnish all assistance necessary for proper results, including notification of Owner upon completion of any phase of construction requiring tests or certification prior to final acceptance when sampling or testing activities are performed in the field by the Owner's representative or testing laboratory personnel. Contractor shall also construct facilities for storage of materials that comply with applicable ASTM standards for storage of tested materials.

3) Verification Testing for Correction of Defective Work

When testing made on behalf of the Owner indicates that work performed or materials provided is not in "compliance" with the Specifications and Contract Documents, subsequent testing shall be performed on the work and/or corrected work in order to verify compliance with the Contract Documents.

The Contractor shall be responsible for payment of all subsequent testing and all associated services including testing, evaluation by Engineer and Owner, inspection, and associated administrative costs, which are required to accomplish this task of verifying "compliance" of work with the Contract Documents.

"Compliance" shall mean that work which is verified to be in accordance with the "strict explicit written language" of the specifications or drawings as interpreted by the Owner or Engineer.

Payment for subsequent testing by Contractor shall include the situation where although the test results indicate the work is not in "compliance" as described in the paragraph above, the work may be acceptable to Owner according to the following criteria: the work may be determined by evaluation to meet the design intent, and is in accordance with industry standards and codes, and the work is determined to be acceptable by the Owner. In addition, the Owner may require reimbursement by the Contractor for the difference in value of the "specified work" and "accepted work" as determined by the Engineer.

4) Transmittal of Test Reports

The testing laboratory retained by Owner will furnish pdf copies of written report of each test performed by laboratory personnel in the field or laboratory, one pdf copy of each test report will be transmitted to the Owner, one pdf copy to Contractor and one pdf copy to the Consulting Engineer within 5 days after each test is completed.

SC.64 TRENCH SAFETY – GEOTECHNICAL SERVICES

The Contractor shall be responsible for properly designed trench safety systems to be used for any type subsurface condition found on this project. The furnishing of soil information by the Owner, or the lack of soil information in no way relieves the Contractor of his obligation.

SC.65 PRELIMINARY FIELD TESTS

As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments to allow preliminary field tests of equipment and materials. If the preliminary field tests disclose any equipment or material furnished under this contract that does not comply with the requirements of the

contract documents, the Contractor shall, prior to the acceptance tests, make all changes, adjustments, and replacements required.

SC.66 FINAL FIELD TESTS

Upon completion of the work and prior to final payment, all items installed under this contract shall be subjected to acceptance tests as specified or required to comply with the contract documents.

The Contractor shall furnish labor, fuel, energy, water, and all other materials, equipment and instruments necessary for all acceptance tests, at no additional cost to the Owner.

SC.67 CORRECTION PERIOD

If, prior to two years after date of final payment or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee or Maintenance Bond required by the Contract Documents, any work is found to be defective, Contractor shall within ten (10) days of notification by Owner, without cost to Owner and in accordance with Owner's written instructions, either correct such defective work or, if it has been rejected by Owner, remove it from the site and replace it with non-defective work. If Contractor does not promptly comply with the terms of such instructions, Owner may have the defective work corrected or the rejected work removed and replaced, and Contractor shall pay all direct and indirect costs of such removal and replacement, including compensation for additional professional services.

Nothing in these Contract Documents concerning the correction period shall establish a period of limitation with respect to any other obligation, which Contractor has under the Contract Documents. The establishment of time periods relates only to the specific obligations of Contractor to correct the work, and has no relationship to the time within which his obligations under the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish his liability with respect to his obligations other than to specifically correct the work.

The Contractor shall issue all special guarantees and manufacturers' warranties that extend beyond the correction period directly to the Owner without continued involvement.

SC.68 HANDLING MATERIALS NOT APPROVED

The Contractor shall remove from the site any materials found to be damaged, and any materials not meeting the specifications. These materials shall be removed promptly unless the Owner accepts the materials after repairing. Materials found to be damaged, or not acceptable to the Owner after installation, shall be removed or replaced as directed. Inspection before installation shall not relieve the Contractor from any responsibility to furnish materials meeting the specifications.

SC.69 TREE PROTECTION

Contractor shall coordinate all aspects of the work to ensure that existing trees are protected unless otherwise marked on the plans for removal or allowed per these specifications.

Prior to the beginning of work where trees are in the easements the Contractor shall submit proposed plan for protection of trees for review by Owner. Alternate methods shall be submitted for review should the Owner find the initial method prove to be inadequate or unacceptable.

There shall be no removal of trees unless such trees are specifically marked on the plans for removal or with specific written approval of the Owner. The Contractor shall at his own expense replace trees removed without authorization with an equivalent inch diameter of the same type tree a minimum of 3-inches caliper each or shall pay fair market value of the removed tree at the Contractor's sole expense. The Owner reserves the right to select either replacement or reimbursement.

The replacement of trees removed without authorization shall be performed by qualified nurserymen and shall be at the sole expense of the Contractor.

SC.70 WAGE RATES

All employees of the Contractor on the work to be performed under this contract shall be paid the prevailing wage scale in this locality for work of a similar character.

SC.71 FORM 1295:

Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure requirement applies to a contract entered into on or after AUGUST 1, 2016.

Form 1295 Filing Process: The commission has made available on its website a new filing application that must be used to file Form 1295. The Contractor must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the Contractor must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the Owner.

The Owner must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the Owner.

Form 1295 Availability: Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

For questions regarding and assistance in filling out this form, please contact the Texas Ethics Commission at 512-463-5800.

WAGE RATES

"General Decision Number: TX20260018 05/18/2026

State: Texas

Construction Types: Heavy

Counties: Texas Counties of
Collin, Dallas, Denton, Ellis, Kaufman
and Rockwall

Water and Sewer Lines/Utilities (Including Related Tunneling Where the Tunnel is 48"" or Less in Diameter)

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

PLUM0100-002 11/01/2024

	Rates	Fringes
PLUMBERS AND PIPEFITTERS	$ 39.76	14.04

SUTX1991-004 09/23/1991

	Rates	Fringes
TRUCK DRIVER	$ 8.53	0.00
POWER EQUIPMENT OPERATORS: FRONT END LOADER	$ 9.16	0.00
POWER EQUIPMENT OPERATORS: CRANE	$ 10.94	0.00
POWER EQUIPMENT OPERATORS: (TUNNELING MACHINE (48"" OR LESS))	$ 9.16	0.00
POWER EQUIPMENT OPERATORS: (BACKHOE)	$ 10.80	0.00
PIPELAYER	$ 7.83	0.00
LABORERS: (UTILITY)	$ 7.47	0.00
LABORERS: (COMMON)	$ 7.25	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or

extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by

computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

�SU� wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The �SA� identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the �SA� identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

==========

END OF GENERAL DECISION

"

Attachment A

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, L.G. Spades Construction, LLC as PRINCIPAL, and American Alternative Insurance Corporation as SURETY are held and firmly bound unto the City of Murphy hereafter called the "City", in the penal sum of Five Percent of the Greatest Amount Bid dollars ($ 5% G.A.B) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrator, successors, and assigns, jointly and severally, firmly by these presents.

THIS CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated October 8, 2026, for

TABLEROCK CULVERT EXTENSION

NOW THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or if no period be specified, within fifteen (15) calendar days after the prescribed forms are presented to him for signature enter into a written Contract with the City in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the City the difference between the amount specified in said Bid and the amount for which the City may procure the required work or supplies or both, if the latter be in excess of the former, the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bound parties have executed this instrument under their several seals this 8th day of October, 2026, the name and corporate seal of each by its undersigned representative, pursuant to authority of its governing body.

L.G. Spades Construction, LLC
(Principal)

By: President/Partner
(Name and Title)

Address: 1010 Paradise Ln
Wylie, TX 75098

(Seal)

American Alternative Insurance Corporation
(Surety)

By:
(Name and Title) Neira Hernandez, Attorney-in-Fact

Address: 555 COLLEGE ROAD EAST
- P.O. BOX 5241, PRINCE, NJ 08543

(Seal)

CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Russ Frenzel; William D. Baldwin; Brent Baldwin; Michael B. Hill; John A. Aboumrad; Brock Anglin; Cindy Alford; Yamillec Hite and Neira Hernandez

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Fifty Million Dollars ($150,000,000.00)**. Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.
This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 9th day of January, 2026.

AMERICAN ALTERNATIVE INSURANCE CORPORATION CORPORATE SEAL 1923 STATE OF DELAWARE

By: _____
Cathy Smith
President

Attest: _____
Ignacio Rivera (Jan 9, 2026 09:58:05 EST)
Ignacio Rivera
General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF MIDDLESEX

The foregoing instrument was acknowledged before me by means of online notarization this 9th day of January, 2026, by Cathy Smith and Ignacio Rivera, who are personally known to me.

Notary Stamp here

BETH COHAN-CHIN
Commission #2209356
Notary Public, State of New Jersey
My Commission Expires February 2, 2028

Beth Cohan-Chin (Jan 12, 2026 12:30:56 EST)
Beth Cohan-Chin, Notary Public
State of New Jersey
My Commission Expires February 2, 2028

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 8th day of October 2026

AMERICAN ALTERNATIVE INSURANCE CORPORATION CORPORATE SEAL 1923 STATE OF DELAWARE

AMERICAN ALTERNATIVE INSURANCE CORPORATION

_____
Ignacio Rivera
General Counsel & Secretary

TRS-1001-1

Munich RE

Bond Verification

Should you wish to verify the authenticity of this bond, please send your request, including a copy of the bond, via email to:

essuretyuwsupport@munichre.com

Bond Claims or Notices

Should you wish to file any notices to the Surety for this American Alternative Insurance Corporation bond(s) they should be sent via email, including all pertinent correspondence or information to:

p0060014688@munichre.com

or

Mail to: Munich Re Specialty Insurance
330 Madison Avenue, 12th Floor
New York, NY 10017
Attn: Surety Bond Claims

CITY OF MURPHY, TEXAS

Tablerock Culvert Extension

ADDENDUM NO. 1

September 29, 2026

Plans and specifications for the Tablerock Culvert Extension, for the City of Murphy, Texas, on which bids are to be received until 2:00 p.m., Thursday, October 8, 2026, are hereby modified as follows:

1. **Refer to the Proposal Section**

   Remove the entire Bid Proposal section (Pages PBS-2 – 4) and replace with the attached sheet named "Bid Proposal Addendum No.1 (Page PBS-2 – 4)"

2. Bidders shall acknowledge receipt of Addendum No.1 in the space provided in the Proposal and on the outer envelope of their bid.

Signature: _____

Date: 9/29/26

STATE OF TEXAS
MARC O. BENTLEY
64980
LICENSED
PROFESSIONAL ENGINEER

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
11910 GREENVILLE AVE., SUITE 600
DALLAS, TEXAS 75243

TBPE and LS Firm No. 526
TBPE and LS Firm No. 100318-00

PROPOSAL
TO
CITY OF MURPHY (OWNER)

TABLEROCK CULVERT EXTENSION

CITY OF MURPHY, COLLIN COUNTY, TEXAS

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation, that he has carefully examined the Form of Contract, Notice to Contractors, specifications and the plans therein referred to, and has carefully examined the location, conditions, and classes of materials of the proposed work, and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein.

It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of work to be done at unit prices and material to be furnished may be increased or diminished as may be necessary to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is agreed further that lump sum prices may be increased to cover additional work not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, the price may be decreased to cover deletions of work so ordered.

It is understood and agreed that the work is to be completed in full within the time designated in the Special Conditions of these specifications.

Accompanying this proposal is a (Certified or Cashier's Check payable to the Owner) (Bid Bond) in the amount of 5% of bid Dollars ($).

The bid security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to execute a contract and file a performance and payment bond within fifteen (15) calendar days after its acceptance, in which case the bid security shall become the property of the Owner and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner on account of such failure of the bidder. It is understood that the Owner reserves the right to reject any and all bids.

City of Murphy
Tablerock Culvert Extension

BID PROPOSAL

ADDENDUM NO.1

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
1	1	L.S.	Mobilization complete in place, the sum of Seventeen thousand Three hundred Ninety Dollars and Twenty Cents per Lump Sum	17,390.20	17,390.20
2	1.2	Ac.	Clear & Grub including Tree Removal complete in place, the sum of Eight thousand Eight hundred Thirty-Nine Dollars and ø Cents per Acre	8,839	10,606.80
3	330	L.F.	Sawcut Full Depth and Remove Existing Concrete Flume complete in place, the sum of Eighteen Dollars and ø Cents per Linear Foot	18	5,940.00
4	1	Ea.	Remove Existing Concrete Headwall complete in place, the sum of One thousand Two hundred Twenty-Six Dollars and ø Cents per Each	1,226	1,226.00
5	270	L.F.	Furnish & Install 6' x 6' Reinforced Concrete Box Culvert including embedment complete in place, the sum of Four hundred Eighty-Four Dollars and ø Cents per Linear Foot	484	130,680.00

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
6	1	Ea.	Construct Concrete Wing Walls (Both Sides) Per Detail Sheet complete in place, the sum of Four thousand Seven hundred Thirty-Six Dollars and ø Cents per Each	4734	4,734.00
7	15	S.Y.	Furnish & Install Rock Rip-Rap 24" Deep with Mininum Size 10" Rock complete in place, the sum of One hundred Fifty-Three Dollars and ø Cents per Square Yard	JL 153	2,295.00
8	11,300	C.Y.	Load, Haul, Place and Compact Fill Material from Public Works Stockpile to Jobsite complete in place, the sum of Eight Dollars and ø Cents per Cubic Yard	8	90,400.00
9	52,272	S.F.	Furnish & Install Buffalo Grass & Blue Grama Grass Seed complete in place, the sum of ø Dollars and Fifty Cents per Square Foot	0.50	26,136.00
10	1	L.S.	Prepare Trench Safety Plan complete in place, the sum of Two Hundred One hundred Dollars and ø Cents per Lump Sum	2100	2,100.00
11	270	L.F.	Implement Trench Safety complete in place, the sum of Two Dollars and ø Cents per Linear Foot	2	540.00

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
12	1	L.S.	Furnish SWPPP & Erosion Control Plan complete in place, the sum of Five Thousand Three hundred Dollars and ∅ Cents per Lump Sum	5300	5,300.00
13	1	L.S.	Furnish, Install, Maintain & Remove Erosion Control Measures complete in place, the sum of Two thousand Six hundred Fifty Dollars and ∅ Cents per Lump Sum	2450	2,450.00
TOTAL AMOUNT BID (Items 1 Through 13)					300,000.00

In the event of the award of a contract to the undersigned, the undersigned will furnish a performance bond and a payment bond for the full amount of the contract, to secure compliance with the terms and provisions of the Contract Documents.

The work proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

NOTE: Unit and lump sum prices must be shown in words and figures for each item listed in the proposal and in the event of discrepancy the words shall control.

Receipt is hereby acknowledged for the following addenda to the contract documents:

Addendum No. 1 dated	9/29	Received	JL
Addendum No. 2 dated		Received	
Addendum No. 3 dated		Received	
Addendum No. 4 dated		Received	
Addendum No. 5 dated		Received	

L. G. Spades Construction, LLC
Contractor

By: Jonathan Laney
(please print name)

Signature:

Title: President & Partner

Seal and Authorization
(If a Corporation)

7221 Brookie Blvd
Address

Midlothian, Ellis, Tx 76065
City, County, State and Zip

817-714-9590
Telephone Fax No.

E-Mail Address: Jonathan.Laney@LGSpades.com

SUBMIT WITH BID
QUALIFICATION STATEMENT OF BIDDERS

SUBMITTED TO: CITY OF MURPHY, TEXAS

Reviewed by: _____
Date Received: _____
Contractor: _____

CIRCLE ONE: ☐ Sole Proprietor ☐ Partnership ☑ Corporation ☐ Joint Venture

Name: L.G. Spades Construction LLC
Address: 7221 Brooks Blvd
City: Midlothian, Tx 76065
Phone: 817-714-4540

Partner: _____
Address: _____
City: _____
Phone: _____

PRINCIPAL PLACE OF BUSINESS:
Ellis Tx
County State

PRINCIPAL PLACE OF BUSINESS:
_____
County State

IF THE CONTRACTOR IS A CORPORATION, FILL OUT THE FOLLOWING:

State of Incorporation: Tx
Location of Principal Office: Midlothian, Tx
Contact Persons at Office: Jonathan Lamey

PERSON EXECUTING CONTRACTS ON BEHALF OF CORPORATION:

Name: Jonathan Lamey
Title: President & Partner
Phone: 817-714-4540
Email: Jonathan.Lamey@LGSpades.com

Address: 7221 Brooks Blvd
Midlothian Tx 76065
City State Zip

Names of Officers: (If Applicable) Rony Guamancela / Jonathan Lamey

LIST NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: 20

LIST ALL EQUIPMENT TO BE USED ON THIS PROJECT: ***(PLEASE USE ATTACHMENT)*** Linkbelt 490 Kobelco 350, 750

NUMBER OF YEARS IN BUSINESS AS A GENERAL CONTRACTOR ON PROJECTS SIMILAR TO THIS PROJECT: 1 yr

TYPE(S) OF WORK COMPLETED: (CIRCLE)

☐ Asphalt Paving
☐ Concrete Paving
☑ Channel Lining
☑ Concrete Inlets/Boxes
☑ Storm Sewer
☐ Earth Work
☑ Water & Sanitary Sewer Lines

Other: _____

COMMENTS: _____

LIST RECENTLY COMPLETED PROJECTS OF THE TYPE OF WORK QUALIFYING FOR OR SIMILAR WORK, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT:

Project: Meadowlark Dr Waterline & Ovilla Rd SS Improvements

Owner/Engineer: City of Ovilla / Bickhoff, Hendricks & Carter, LLP
Year Built: 2024 Contract Price: $ 300,000.00
Contact Person: Andrew Mata Phone: 214-341-7900

Project: Crescent Rock Estates

Owner/Engineer: Land of America / Donaway
Year Built: 2024 Contract Price: $ 510,000
Contact Person: Quadri Akano Phone: 682-472-4708

Project: Creekline Ph. 1

Owner/Engineer: Warner Land advisors / SBI
Year Built: 2024 Contract Price: $ 1,288,482.00
Contact Person: David Tipton Phone: 469-428-3522

Project: _____

Owner/Engineer: _____
Year Built: _____ Contract Price: $ _____
Contact Person: _____ Phone: _____

(USE ATTACHMENTS IF NECESSARY)

LIST CURRENT PROJECTS UNDER CONSTRUCTION, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT LISTED:

Project: 30-inch Transmission Main Ph.2

Owner/Engineer: City of Mansfield / Garver
Percent Complete: 1 % Contract Price: $ 4,800,000.00
Contact Person: Luke Phone: 817-276-4234

Project: Woodland Creek offsite SJ

Owner/Engineer: City of Royse City / Barraza
Percent Complete: 40 % Contract Price: $ 540,000
Contact Person: Jake Finch Phone: 214-802-4440

Project: Deer Creek

Owner/Engineer: Warner Land Advisors / Johnson Volk
Percent Complete: 75 % Contract Price: $ 400,000.00
Contact Person: David Tipton Phone: 469-628-3922

Project:

Owner/Engineer:
Percent Complete: % Contract Price: $
Contact Person: Phone:

(USE ATTACHMENTS IF NECESSARY)

IF COMPANY IS UNDER NEW MANAGEMENT, PLEASE LIST NAMES OF STAFF AND QUALIFICATION AND/OR EXPERIENCE OF SAID PERSONS. ***(PLEASE USE ATTACHMENT.)***

HAVE YOU OR ANY PRESENT PARTNER(S) OR OFFICER(S) FAILED TO COMPLETE A CONTRACT? No
IF SO, NAME OF OWNER AND/OR SURETY:

CONTACT PERSON: PHONE:

ARE THERE ANY UNSATISFIED DEMANDS UPON YOU AS TO YOUR ACCOUNTS PAYABLE? Yes ☐ No ☑
IF SO, GIVE NAMES, AMOUNTS, AND EXPLANATIONS:

BANK REFERENCE: Bank: Bank OZK

Address: 1054 W. Bethany Dr.

City: Allen State: Tx Zip: 75013

Contact Person: Roy Massanet

Phone: 469-675-0564

MUNICIPALITY REFERENCE: City: Ovilla

Contact Person: Randall Bailey Position: Assistant PW Director

Address: 105 S. Cockrell Hill Rd Phone: 214-399-4874

In compliance with Invitation to Bid for above mentioned types of projects, the undersigned is submitting the information as required with the understanding that the purpose is only to assist in determining the qualifications for this organization to perform the type and magnitude of work designated, and further, guarantee the truth and accuracy of all statements made, and will accept your determination of qualifications without prejudice. The surety herein named, any other bonding company, bank, sub-contractor, supplier, or any other person(s), firm(s) or corporations with whom I (we) have done business, or who have extended any credit to me (us) are hereby authorized to furnish you with any information you may request concerning performance on previous work and my (our) credit standing with any of them; and I (we) hereby release any and all such parties from any legal responsibility whatsoever on account of having furnished such information to you.

Signed: [signature] Title: President & Partner

Company: L.G. Spades Contracting, LLC Date: 10/8/24

COPY TO LOCAL UNDERWRITING OFFICE OF PROPOSED SURETY

Name: Gallagher Phone: 972-331-3749

Address: 500 N. Central Expy Suite 550 City: Plano State: Tx

QUALIFICATION STATEMENT OF BIDDER'S SURETY

SUBMITTED TO: City of Murphy

BIDDER: L.G. Spades Construction, LLC
ADDRESS: 1010 Paradise Ln, Wylie, TX 75098
PHONE: (817) 716-4540

1. Has this surety furnished contract bonds on contracts now complete? Yes
2. Has this surety furnished contract bonds on contracts now incomplete? No
3. What is the maximum bonding capacity of this Contractor? $10MM
4. Is the current financial information on this Contractor satisfactory? Yes
5. Does information obtained indicate accounts are paid when due? Yes
   If not, give details:
6. Is it your opinion that the bidder has sufficient experience and financial resources to satisfactory perform the contract? Yes
7. Provided this bidder does not assume other commitments or that you do not acquire further information that in your opinion will materially affect the bidder's capacity to perform this contract, will you furnish the bonds as specified?
   Yes

REMARKS:

SURETY: American Alternative Insurance Corporation
SIGNED:
TITLE: Russ Frenzel, Attorney-in-Fact
ADDRESS: 555 College Road East, P.O. Box 5241
CITY: Princeton STATE: NJ ZIP: 08543
PHONE: (609) 243-4200

(IN DUPLICATE)

SUBMIT WITH BID
VENDORS COMPLIANCE TO STATE LAW

Texas Government Code, Chapter 2252, Subchapter A provides that, in order to be awarded a contract as low bidder, non-resident bidders (out of state Contractors whose corporate offices or principal place of business are outside of the State of Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in Section 4 must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident Contractors to do so will automatically disqualify that bidder. Resident bidders must check the box in Section B.

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

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

B. ☑ Our principal place of business or corporate office is in the State of Texas.

BIDDER/OFFEROR:

L.G. Spades Construction, LLC — Company:

By: Jonathan Lamey (please print)

Address: 7221 Brooks Blvd

Signature: [signature]

Midlothian — City; Tx — State; 76065 — Zip

Title: President & Partner (please print)

Phone: 817-776-4540

THIS FORM MUST BE RETURNED WITH YOUR QUOTATION

Attachment B

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600 Dallas, Texas 75243 Phone (214) 361-7900 www.bhcllp.com

CRAIG M. KERKHOFF, P.E., C.F.M.
ANDREW MATA, JR., P.E.
DEREK B. CHANEY, P.E., R.P.L.S.
JUSTIN R. IVY, P.E.

COOPER E. REINBOLD, P.E.
CHASE R. CRAWFORD, R.P.L.S.
GARY C. HENDRICKS, P.E., R.P.L.S.
JOE R. CARTER, P.E., C.F.M.

October 13, 2026

Mr. Donald C. Reese
Director of Public Works
City of Murphy
206 North Murphy Road
Murphy, Texas 75094

Re: 2026126 Tablerock Culvert Extension
Bid Award Recommendation

Dear Mr. Reese:

We have checked the bids received at 2:00 p.m., Thursday, October 8, 2026, for the Tablerock Culvert Extension project and enclosing one (1) copy of the Itemized Bid Tabulation for the City's reference and files. A total of seventeen (17) sealed bids were received, opened, and read aloud.

L. G. Spades Construction, LLC of Midlothian, Texas submitted the lowest responsible bid in the amount of $300,000.00.

Based on our review of the low bidder's statement of qualifications and their past performance record provided by their references, it is our opinion that L. G. Spades Construction, LLC, has the experience to properly pursue this project. We recommend the City accept the proposal and award L. G. Spades Construction, LLC the construction contract for this project in the amount of $300,000.00.

We are available to discuss this project and our recommendation at your convenience.

Sincerely,

Marc Bentley, P.E.

Attachment
cc: Mr. Joseph Whitaker

Attachment C

TABULATION OF BIDS

Date: October 8, 2026

Project: City of Murphy
Tablerock Culvert Extension

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
Dallas, Texas

Item No.	Approximate Quantities	Unit	Description	BID OF L.G. Spades Construction, LLC 7221 Brooke Blvd. Midlothian, Texas 76065 Jonathan Lamey 817-716-4040 jonathan.lamey@LGSpades.com		BID OF Four Star Excavating, Inc. 6825 Levelland Road, Suite 4B Dallas, Texas 75252 Antonio Evangelista 972-330-6767 fourstarexcavating@gmail.com		BID OF Precision Road Services, LLC 3501 Confidence Drive Fort Worth, Texas 76244 Mike Moore 817-670-5888 mike@precisionroad.com		BID OF Olariche Construction Services, LLC 495 Bufflehead Court Sunnyvale, Texas 75182 Chiazo Victor Akarichi 914-255-2654 ocs@contractor.net	
				Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
1	1	L.S.	Mobilization	$17,390.20	$ 17,390.20	$11,700.00	$ 11,700.00	$20,030.00	$ 20,030.00	$33,000.00	$ 33,000.00
2	1.2	Ac.	Clear & Grub including Tree Removal	$8,839.00	$ 10,606.80	$10,800.00	$ 12,960.00	$14,000.00	$ 16,800.00	$15,833.33	$ 19,000.00
3	330	L.F.	Sawcut Full Depth and Remove Existing Concrete Flume	$18.00	$ 5,940.00	$11.00	$ 3,630.00	$21.00	$ 6,930.00	$31.82	$ 10,500.60
4	1	Ea.	Remove Existing Concrete Headwall	$1,226.00	$ 1,226.00	$1,500.00	$ 1,500.00	$4,000.00	$ 4,000.00	$4,500.00	$ 4,500.00
5	270	L.F.	Furnish & Install 6' x 6' Reinforced Concrete Box Culvert including embedment	$484.00	$ 130,680.00	$568.00	$ 153,360.00	$607.50	$ 164,025.00	$650.00	$ 175,500.00
6	1	Ea.	Construct Concrete Wing Walls (Both Sides) Per Detail Sheet	$4,736.00	$ 4,736.00	$11,900.00	$ 11,900.00	$7,000.00	$ 7,000.00	$31,000.00	$ 31,000.00
7	15	S.Y.	Furnish & Install Rock Rip-Rap 24" Deep with Mininum Size 10" Rock	$153.00	$ 2,295.00	$315.00	$ 4,725.00	$125.00	$ 1,875.00	$166.67	$ 2,500.05
8	11,300	C.Y.	Load, Haul, Place and Compact Fill Material from Public Works Stockpile to Jobsite	$8.00	$ 90,400.00	$9.00	$ 101,700.00	$13.50	$ 152,550.00	$12.40	$ 140,120.00
9	52,272	S.F.	Furnish & Install Buffalo Grass & Blue Grama Grass Seed	$0.50	$ 26,136.00	$0.50	$ 26,136.00	$0.30	$ 15,681.60	$0.11	$ 5,749.92
10	1	L.S.	Prepare Trench Safety Plan	$2,100.00	$ 2,100.00	$450.00	$ 450.00	$900.00	$ 900.00	$1,500.00	$ 1,500.00
11	270	L.F.	Implement Trench Safety	$2.00	$ 540.00	$1.00	$ 270.00	$17.50	$ 4,725.00	$11.11	$ 2,999.70
12	1	L.S.	Furnish SWPPP & Erosion Control Plan	$5,300.00	$ 5,300.00	$1,150.00	$ 1,150.00	$2,000.00	$ 2,000.00	$10,005.00	$ 10,005.00
13	1	L.S.	Furnish, Install, Maintain & Remove Erosion Control Measures	$2,650.00	$ 2,650.00	$2,300.00	$ 2,300.00	$10,000.00	$ 10,000.00	$1,500.00	$ 1,500.00
			TOTAL AMOUNT BID:		$ 300,000.00		$ 331,781.00		$ 406,516.60		$ 437,875.27
									-$270.00 Diff.		+195.27 Diff.

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TABULATION OF BIDS

Date: October 8, 2026

Project: City of Murphy
Tablerock Culvert Extension

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
Dallas, Texas

Item No.	Approximate Quantities	Unit	Description	BID OF Cole Construction, Inc. 10315 Alta Vista Road Fort Worth, Texas 76244 Jacob McGregor 817-431-9636 jacob@colecon.com		BID OF Quality Excavation, LLC 104 Redfearn Road Aubrey, Texas 76227 Jason Roberts 940-365-0800 jason@qualityexcavationltd.com		BID OF McMahon Contracting, L.P. 3019 Roy Orr Blvd. Grand Prairie, Texas 75050 Scott Cummings 972-263-6907 scottc@mcmahoncontracting.com		BID OF Maya Underground Contractors, LLC 5682 Pecan Place Drive McKinney, Texas 75071 Osa Gaisoa 469-343-9597 osa@mayaunderground.com	
				Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
1	1	L.S.	Mobilization	$40,640.38	$ 40,640.38	$45,000.00	$ 45,000.00	$49,500.00	$ 49,500.00	$26,600.00	$ 26,600.00
2	1.2	Ac.	Clear & Grub including Tree Removal	$9,914.32	$ 11,897.18	$9,200.00	$ 11,040.00	$11,600.00	$ 13,920.00	$40,589.00	$ 48,706.80
3	330	L.F.	Sawcut Full Depth and Remove Existing Concrete Flume	$10.20	$ 3,366.00	$22.00	$ 7,260.00	$12.00	$ 3,960.00	$22.00	$ 7,260.00
4	1	Ea.	Remove Existing Concrete Headwall	$980.99	$ 980.99	$1,700.00	$ 1,700.00	$3,640.24	$ 3,640.24	$1,092.00	$ 1,092.00
5	270	L.F.	Furnish & Install 6' x 6' Reinforced Concrete Box Culvert including embedment	$641.22	$ 173,129.40	$633.00	$ 170,910.00	$618.00	$ 166,860.00	$792.35	$ 213,934.50
6	1	Ea.	Construct Concrete Wing Walls (Both Sides) Per Detail Sheet	$8,937.80	$ 8,937.80	$11,522.00	$ 11,522.00	$26,390.00	$ 26,390.00	$17,688.00	$ 17,688.00
7	15	S.Y.	Furnish & Install Rock Rip-Rap 24" Deep with Mininum Size 10" Rock	$152.94	$ 2,294.10	$166.00	$ 2,490.00	$245.00	$ 3,675.00	$442.00	$ 6,630.00
8	11,300	C.Y.	Load, Haul, Place and Compact Fill Material from Public Works Stockpile to Jobsite	$15.70	$ 177,410.00	$16.00	$ 180,800.00	$16.60	$ 187,580.00	$11.60	$ 131,080.00
9	52,272	S.F.	Furnish & Install Buffalo Grass & Blue Grama Grass Seed	$0.35	$ 18,295.20	$0.34	$ 17,772.48	$0.58	$ 30,317.76	$0.70	$ 36,590.40
10	1	L.S.	Prepare Trench Safety Plan	$552.60	$ 552.60	$2,006.00	$ 2,006.00	$684.00	$ 684.00	$508.00	$ 508.00
11	270	L.F.	Implement Trench Safety	$2.09	$ 564.30	$4.25	$ 1,147.50	$5.00	$ 1,350.00	$4.00	$ 1,080.00
12	1	L.S.	Furnish SWPPP & Erosion Control Plan	$2,854.05	$ 2,854.05	$2,675.00	$ 2,675.00	$1,135.00	$ 1,135.00	$2,004.00	$ 2,004.00
13	1	L.S.	Furnish, Install, Maintain & Remove Erosion Control Measures	$8,102.00	$ 8,102.00	$6,900.00	$ 6,900.00	$8,180.00	$ 8,180.00	$5,759.00	$ 5,759.00
			TOTAL AMOUNT BID:		$ 449,024.00		$ 461,222.98		$ 497,192.00		$ 498,932.70

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TABULATION OF BIDS

Date: October 8, 2026

Project: City of Murphy
Tablerock Culvert Extension

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
Dallas, Texas

Item No.	Approximate Quantities	Unit	Description	BID OF Klutz Construction, LLC P.O. Box 185 Kennedale, Texas 76060 Charles Klutz 817-561-5591 charlie@klutzconstruction.com		BID OF Texoma Construction, LLC 4674 Bus 287 J Iowa Park, Texas 76367 Zach Vickers 940-632-7571 texco.llc@outlook.com		BID OF 2L Construction, LLC P.O. Box 397 Rhome, Texas 76078 Harmon R. Fisher, III 940-433-2670 chip@2Lconstruction.com		BID OF Mann Robinson & Son, Inc. 7066 Rhoads Road Aubrey, Texas 76227 T.J. Robinson 940-390-0050 mrsinc1980@gmail.com	
				Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
1	1	L.S.	Mobilization	$21,350.00	$ 21,350.00	$63,500.00	$ 63,500.00	$95,000.00	$ 95,000.00	$10,000.00	$ 10,000.00
2	1.2	Ac.	Clear & Grub including Tree Removal	$18,500.00	$ 22,200.00	$6,000.00	$ 7,200.00	$35,000.00	$ 42,000.00	$4,000.00	$ 4,800.00
3	330	L.F.	Sawcut Full Depth and Remove Existing Concrete Flume	$24.00	$ 7,920.00	$15.00	$ 4,950.00	$25.00	$ 8,250.00	$9.09	$ 2,999.70
4	1	Ea.	Remove Existing Concrete Headwall	$6,200.00	$ 6,200.00	$2,000.00	$ 2,000.00	$3,000.00	$ 3,000.00	$5,200.00	$ 5,200.00
5	270	L.F.	Furnish & Install 6' x 6' Reinforced Concrete Box Culvert including embedment	$732.00	$ 197,640.00	$1,080.00	$ 291,600.00	$830.00	$ 224,100.00	$975.00	$ 263,250.00
6	1	Ea.	Construct Concrete Wing Walls (Both Sides) Per Detail Sheet	$30,800.00	$ 30,800.00	$23,742.00	$ 23,742.00	$10,000.00	$ 10,000.00	$33,800.00	$ 33,800.00
7	15	S.Y.	Furnish & Install Rock Rip-Rap 24" Deep with Mininum Size 10" Rock	$233.00	$ 3,495.00	$250.00	$ 3,750.00	$220.00	$ 3,300.00	$144.56	$ 2,168.40
8	11,300	C.Y.	Load, Haul, Place and Compact Fill Material from Public Works Stockpile to Jobsite	$14.70	$ 166,110.00	$9.26	$ 104,638.00	$15.00	$ 169,500.00	$25.00	$ 282,500.00
9	52,272	S.F.	Furnish & Install Buffalo Grass & Blue Grama Grass Seed	$0.75	$ 39,204.00	$0.34	$ 17,772.48	$0.55	$ 28,749.60	$0.50	$ 26,136.00
10	1	L.S.	Prepare Trench Safety Plan	$850.00	$ 850.00	$2,500.00	$ 2,500.00	$600.00	$ 600.00	$2,210.00	$ 2,210.00
11	270	L.F.	Implement Trench Safety	$1.00	$ 270.00	$2.00	$ 540.00	$6.00	$ 1,620.00	$5.20	$ 1,404.00
12	1	L.S.	Furnish SWPPP & Erosion Control Plan	$9,845.00	$ 9,845.00	$1,500.00	$ 1,500.00	$4,000.00	$ 4,000.00	$8,500.00	$ 8,500.00
13	1	L.S.	Furnish, Install, Maintain & Remove Erosion Control Measures	$200.00	$ 200.00	$3,000.00	$ 3,000.00	$9,000.00	$ 9,000.00	$4,000.00	$ 4,000.00
			TOTAL AMOUNT BID:		$ 506,084.00		$ 526,692.48		$ 599,119.60		$ 646,968.10

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TABULATION OF BIDS

Date: October 8, 2026

Project: City of Murphy
Tablerock Culvert Extension

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
Dallas, Texas

Item No.	Approximate Quantities	Unit	Description	BID OF Rebcon, LLC 400 109th Street Arlington, Texas 76011 Danny Krieg 972-444-8230 danny@rebcon.com		BID OF HQS Construction, LLC P.O. Box 250771 Plano, Texas 75025 Qasim Rasul 972-208-2349 bids@HQSconstruction.com		BID OF A T Construction, LLC 8219 Mossberg Drive Arlington, Texas 76002 Marwan Muwaquet 469-432-4975 marwan@atconstruct.com		BID OF A&M Construction & Utilities, Inc. 4950 Grisham Drive Rowlett, Texas 75088 Marisela Banda 972-412-0255 mbanda@amconstructionutility.com	
				Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
1	1	L.S.	Mobilization	$70,000.00	$ 70,000.00	$45,000.00	$ 45,000.00	$30,000.00	$ 30,000.00	$36,598.20	$ 36,598.20
2	1.2	Ac.	Clear & Grub including Tree Removal	$40,000.00	$ 48,000.00	$12,000.00	$ 14,400.00	$3,500.00	$ 4,200.00	$15,000.00	$ 18,000.00
3	330	L.F.	Sawcut Full Depth and Remove Existing Concrete Flume	$24.00	$ 7,920.00	$20.00	$ 6,600.00	$35.00	$ 11,550.00	$2.50	$ 825.00
4	1	Ea.	Remove Existing Concrete Headwall	$8,500.00	$ 8,500.00	$2,000.00	$ 2,000.00	$1,500.00	$ 1,500.00	$4,000.00	$ 4,000.00
5	270	L.F.	Furnish & Install 6' x 6' Reinforced Concrete Box Culvert including embedment	$750.00	$ 202,500.00	$640.00	$ 172,800.00	$800.00	$ 216,000.00	$665.00	$ 179,550.00
6	1	Ea.	Construct Concrete Wing Walls (Both Sides) Per Detail Sheet	$17,500.00	$ 17,500.00	$15,000.00	$ 15,000.00	$10,000.00	$ 10,000.00	$12,000.00	$ 12,000.00
7	15	S.Y.	Furnish & Install Rock Rip-Rap 24" Deep with Mininum Size 10" Rock	$250.00	$ 3,750.00	$450.00	$ 6,750.00	$500.00	$ 7,500.00	$150.00	$ 2,250.00
8	11,300	C.Y.	Load, Haul, Place and Compact Fill Material from Public Works Stockpile to Jobsite	$27.00	$ 305,100.00	$35.00	$ 395,500.00	$35.00	$ 395,500.00	$44.50	$ 502,850.00
9	52,272	S.F.	Furnish & Install Buffalo Grass & Blue Grama Grass Seed	$0.30	$ 15,681.60	$0.75	$ 39,204.00	$1.00	$ 52,272.00	$0.65	$ 33,976.80
10	1	L.S.	Prepare Trench Safety Plan	$500.00	$ 500.00	$500.00	$ 500.00	$5,000.00	$ 5,000.00	$4,000.00	$ 4,000.00
11	270	L.F.	Implement Trench Safety	$5.00	$ 1,350.00	$5.00	$ 1,350.00	$75.00	$ 20,250.00	$5.00	$ 1,350.00
12	1	L.S.	Furnish SWPPP & Erosion Control Plan	$1,250.00	$ 1,250.00	$3,000.00	$ 3,000.00	$5,000.00	$ 5,000.00	$3,500.00	$ 3,500.00
13	1	L.S.	Furnish, Install, Maintain & Remove Erosion Control Measures	$17,500.00	$ 17,500.00	$3,000.00	$ 3,000.00	$15,000.00	$ 15,000.00	$11,100.00	$ 11,100.00
			TOTAL AMOUNT BID:		$ 699,551.60		$ 705,104.00		$ 773,772.00		$ 810,000.00

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TABULATION OF BIDS

Date: October 8, 2026

Project: City of Murphy
Tablerock Culvert Extension

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
Dallas, Texas

BID OF
Palmer Hall Construction, LLC
1201 Kas Drive, Suite B
Richardson, Texas 75081
Terrell Hall
214-808-5145
terrell@palmerhall.com

Item No.	Approximate Quantities	Unit	Description	Unit Bid Price	Extension
1	1	L.S.	Mobilization	$100,000.00	$ 100,000.00
2	1.2	Ac.	Clear & Grub including Tree Removal	$10,000.00	$ 12,000.00
3	330	L.F.	Sawcut Full Depth and Remove Existing Concrete Flume	$12.00	$ 3,960.00
4	1	Ea.	Remove Existing Concrete Headwall	$5,000.00	$ 5,000.00
5	270	L.F.	Furnish & Install 6' x 6' Reinforced Concrete Box Culvert including embedment	$1,000.00	$ 270,000.00
6	1	Ea.	Construct Concrete Wing Walls (Both Sides) Per Detail Sheet	$15,000.00	$ 15,000.00
7	15	S.Y.	Furnish & Install Rock Rip-Rap 24" Deep with Mininum Size 10" Rock	$1,500.00	$ 22,500.00
8	11,300	C.Y.	Load, Haul, Place and Compact Fill Material from Public Works Stockpile to Jobsite	$60.00	$ 678,000.00
9	52,272	S.F.	Furnish & Install Buffalo Grass & Blue Grama Grass Seed	$0.30	$ 15,681.60
10	1	L.S.	Prepare Trench Safety Plan	$1,500.00	$ 1,500.00
11	270	L.F.	Implement Trench Safety	$15.00	$ 4,050.00
12	1	L.S.	Furnish SWPPP & Erosion Control Plan	$2,500.00	$ 2,500.00
13	1	L.S.	Furnish, Install, Maintain & Remove Erosion Control Measures	$5,000.00	$ 5,000.00
			TOTAL AMOUNT BID:		$ 1,135,191.60

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Attachment D







CITY OF MURPHY
LIFE LIVED AT YOUR PACE®

Administration
November 3, 2026

ISSUE:
Consider and/or Act on a Resolution authorizing the City Manager to execute an agreement with the City of Parker to transfer the water CCN service area to the City of Murphy for approximately 29 acres located on McWhirter Road. Jared Mayfield, AICP, Assistant City Manager

SUMMARY:
Murphy was approached by a developer, Kingswood Murphy LLC, about extending water and wastewater lines to a proposed single-family residential development on the north side of McWhirter Road across from Rodeo Drive. The approximate 29 acre development is located in the City of Parker's Extraterritorial Jurisdiction (ETJ) and Parker's Certificate of Convenience and Necessity (CCN) service area. The developer facilitated an analysis of Murphy's water and wastewater service capacity which showed sufficient capacity to serve the proposed development.

The purpose of this Agreement is to transfer a portion of the retail water service area within Parker's CCNs to the City of Murphy. Parker City Council approved this Agreement at their October 20, 2026 meeting conditioned upon compensation in the amount of $10,000. The developer has agreed to reimburse Murphy for this expense. Once signed, the Agreement will be filed with the Texas Public Utility Commission.

The subject property was released from Parker's ETJ last month. Once this Agreement approved, the developer will submit a voluntary annexation petition to bring the property into Murphy city limits.

FINANCIAL CONSIDERATIONS:
The entire $10,000 cost will be reimbursed by the developer.

ATTACHMENTS:
Resolution
CCN Transfer Agreement
Location Map

RESOLUTION NUMBER 26-R-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT ACCEPTING THE TRANSFER OF A PORTION OF THE CITY OF PARKER'S CERTIFICATE OF CONVENIENCE AND NECESSITY TO THE CITY OF MURPHY; PROVIDING FOR FINDINGS OF FACT; SEVERABILITY; AND AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the City of Murphy, Texas ("Murphy") owns and operates a retail public water utility system under Certificate of Convenience and Necessity ("CCN") No. 11087, and;

WHEREAS, the City of Parker, Texas ("Parker") owns CCN No. 10207 for retail public water service, and;

WHEREAS, Murphy and Parker have discussed the transfer to Murphy of an approximately 29-acre portion of Parker's certified water service area, as more particularly described and depicted in the Agreement to Transfer Water CCN Service Area (the "Transfer Area"); and

WHEREAS, Murphy and Parker desire to enter into an Agreement to Transfer Water CCN Service Area (the "Agreement") pursuant to the Texas Water Code § 13.248 and other applicable law, subject to approval by the Public Utility Commission of Texas; and

WHEREAS, Murphy will pay Parker consideration for Parker's agreement to transfer the Transfer Area, and Murphy will bear the costs associated with preparing and filing the transfer documents and pursuing regulatory approval; and

WHEREAS, the City Council finds that acceptance of the transfer and the Agreement is in the public interest and serves a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, AS FOLLOWS:

SECTION 1. That the foregoing recitals are hereby found to be true and correct legislative findings of the City of Murphy, Texas, and are fully incorporated into the body of this Resolution.

SECTION 2. That the City Council of the City of Murphy hereby approves an Agreement to Transfer Water CCN Service Area between the City of Murphy and the City of Parker, in a form substantially conforming to Exhibit A, which is hereby incorporated as part of this Resolution.

SECTION 3. That the City of Murphy authorizes the City Manager to execute the Agreement on behalf of the City subject to approval as to form by the City Attorney, together with such related

documents as may be reasonably necessary to effectuate the purposes of this Resolution, including submitting the Agreement for approval by appropriate state authorities. The City Manager is further authorized to approve and execute nonmaterial modifications to the Agreement that are approved as to form by the City Attorney and that do not materially alter the consideration, Transfer Area, or substantive obligations of the City approved by this Resolution.

SECTION 4. Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full fort and effect.

SECTION 5. This Resolution shall become effective from and after its passage.

DULY RESOLVED by the City Council of the City of Murphy, Collin County, Texas, on this the 3rd day of November 2026.

APPROVED:

_____
Scott Bradley, Mayor

ATTEST:

_____
Kandi Jackson, City Secretary

APPROVED AS TO FORM:

_____
Jonathan Moss, Assistant City Attorney

AGREEMENT TO TRANSFER WATER CCN SERVICE AREA

This Agreement to Transfer Water CCN Service Area (this "Agreement") is entered into on this the _____ day of _____, 2026, (the "Effective Date"), by and between the City of Murphy, Texas (the "Murphy"), and the City of Parker, Texas (the "Parker"). Murphy and Parker are individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Parker, a Type "A" general law municipality, owns and operates a retail public water utility system under Certificate of Convenience and Necessity ("CCN") No. 10207, supplying potable water for human consumption and domestic use; and

WHEREAS, Murphy is a Home Rule municipality located in Collin County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the Murphy Home Rule Charter, and currently owns CCN No. 11087 for retail public water service; and

WHEREAS, Parker desires to transfer to Murphy a portion of Parker's water CCN area located in Collin County, consisting of approximately 29 acres, more or less, as described and depicted in **Exhibit A** (the "Transfer Area"), and Murphy desires to certificate said Transfer Area, pursuant to Texas Water Code § 13.248, and other applicable statutes and regulations; and

WHEREAS, Parker does not currently provide any water service to customers in the Transfer Area, nor has Parker expended any money in the construction of infrastructure intended to provide service to the Transfer Area; and

WHEREAS, the transfer is subject to, and may not be consummated without the prior consent of the Public Utility Commission of Texas ("PUC") pursuant to Texas Water Code § 13.248; and

WHEREAS, the Parties agree to cooperate fully and in good faith to execute any and all documents and to take all actions which are necessary to give full force and effect to the transfer of the Transfer Area to Murphy.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I
REPRESENTATIONS AND GENERAL TERMS

1.01 Recitals. The recitals contained in this Agreement are true and correct as of the Effective Date and form the basis upon which the Parties negotiated and entered into this Agreement.

1.02 Authority. The Parties represent and warrant that this Agreement has been approved and duly adopted by the governing body of each respective Party in accordance with all

applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act), and that the individual executing this Agreement on behalf of each Party has been authorized to do so.

1.03 Term. This Agreement becomes effective on the date it has been executed by both Parties (the "Effective Date") and shall remain in effect until the transfer of the Transfer Area from Parker's CCN No. 10207 to Murphy's CCN No. 11087 has been fully approved by the PUC and all obligations of the Parties under this Agreement have been fully performed. Notwithstanding completion of the transfer, any provision that by its nature is intended to survive completion of the transfer shall remain in effect, including provisions relating to payment obligations, remedies, attorneys' fees, applicable law and venue, and any other obligation that remains unperformed.

ARTICLE II
PURPOSE, SERVICE WITHIN TRANSFER AREA, PURCHASE

2.01 Purpose. The Parties desire to enter into this Agreement to transfer a portion of the retail water service area within Parker's CCN No. 10207 to Murphy under the terms of this Agreement. The Transfer Area to be transferred to Murphy is described and depicted in the attached **Exhibit A,** which is incorporated herein for all purposes.

2.02 Service within the Transfer Area. The Parties agree that, upon the PUC's final approval of the transfer, Murphy shall have the sole right to provide retail water service within the Transfer Area, and Parker will have no further obligations or rights to provide retail water service to any existing or future customers in the Transfer Area, except as may be agreed by the Parties in writing or provided herein. Upon approval, Murphy will be solely responsible for providing continuous and adequate retail service to the Transfer Area in accordance with state law.

2.03 Transfer and Amendment of Parker's and Murphy's CCNs. Within sixty (60) days after the Effective Date, Murphy will prepare and file an administratively complete application with the PUC to formally transfer the Transfer Area from Parker to Murphy. Murphy shall provide Parker a copy of the application and supporting map for review and comment at least ten (10) days before filing. Parker agrees to cooperate with Murphy and the PUC to ensure the transfer of the Transfer Area to Murphy. The Parties shall endeavor to obtain PUC approval in a reasonably expeditious manner and will support and cooperate with each other and the PUC to accomplish this goal. All costs associated with preparing and filing the transfer documents and the pursuit of regulatory approvals shall be borne by Murphy. Murphy shall promptly furnish Parker copies of all documents filed with or received from the PUC in connection with the transfer.

2.04 Purchase of Service Area. Within 30 days of the Effective Date, Murphy shall pay Parker the sum of $10,000, which payment is non-refundable. The Parties agree that Parker is adequately compensated by the payment discussed in this section and by being relieved of burdens of future service to the Transfer Area and in Murphy bearing the costs of filing of transfer documents and pursuit of regulatory approvals for this Agreement.

ARTICLE III
EVENTS OF DEFAULT; REMEDIES

3.01 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, Murphy's failure to pay the amount required by Section 2.04 in full on or before the date due shall constitute an immediate default without notice or an opportunity to cure. Parker may, upon written notice to Murphy, terminate this Agreement as a result of such default. Parker may, in its sole discretion, provide Murphy an opportunity to cure the payment default, but no such opportunity shall be required unless Parker expressly agrees otherwise in writing.

3.02 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgments Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, EXCEPT FOR PARKER'S EXPRESS RIGHT TO TERMINATE THIS AGREEMENT UNDER SECTION 3.01 FOR MURPHY'S FAILURE TO TIMELY PAY THE AMOUNT REQUIRED BY SECTION 2.04, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT ITS TERM.

ARTICLE IV
MISCELLANEOUS PROVISIONS

4.01 Assignment. The Parties agree that this Agreement will not be assigned or transferred without the prior written consent of the Parties.

4.02 Immunity. The Parties agree that neither Party has waived its sovereign immunity by entering into and performing its obligations under this Agreement.

4.03 Successors and Assigns. This Agreement shall be binding upon the Parties hereto and their respective successors and permitted assigns.

4.04 Notice. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately

confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

If to Murphy: Attn: City Manager
City of Murphy
206 N. Murphy Road
Murphy, TX 75094

With a copy to: Attn: Andy Messer
Messer, Fort & McDonald, P.L.L.C.
6371 Preston Rd., Ste. 200
Frisco, Texas 75034

To Parker: Attn: City Administrator
City of Parker
5700 E. Parker Road
Parker, TX 75002

With a copy to: Attn: Catherine Clifton
Ganaway Clifton PLLC
1121 S Carroll Ave., Ste. 240
Southlake, TX 76092

4.05 Agreement Drafted Equally. This Agreement shall be deemed drafted equally by the Parties hereto. 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.

4.06 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

4.07 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Collin County, Texas. Venue for any action to enforce or construe this Agreement shall be in Collin County, Texas.

4.08 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the

specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

4.09 Attorneys' Fees. In the event that the terms and conditions of this Agreement are breached by either Party, and the Parties participate in a proceeding before any state or federal tribunal because the terms and conditions of this Agreement are not being complied with by one of the Parties, the prevailing Party shall recover its fees, damages, costs, attorneys' fees, and such other and further relief from the non-prevailing Party, general or special at law or in equity, to which the prevailing Party may show itself justly entitled.

4.10 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the other Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care. No force majeure event shall suspend a Party's obligation to perform for longer than thirty (30) days. Notwithstanding anything in this Section 4.10 to the contrary, no event of force majeure shall excuse, delay, extend, or suspend Murphy's obligation to pay the amount required by Section 2.04 in full when due.

4.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

4.12 Filing of Agreement. After execution of the Agreement by the Parties, Murphy shall include a copy of this Agreement with the application submitted to the PUC for approval of the transfer. This Agreement shall be construed and interpreted in accordance with Section 13.248 of the Texas Water Code, as amended.

4.13 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter of the Agreement. No Agreement, statement, or promise made by any party or to any employee, agent, or officer of any party, that is not contained in this Agreement shall be valid, binding, or of any force or effect. This Agreement may be amended only by a written instrument approved and executed by both Parties.

[signatures on following pages]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

CITY OF MURPHY, TEXAS

By: _____

Aretha Adams, City Manager

ATTEST:

By: _____

Kandi Jackson, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the_____day of_____, 2026 by Aretha Adams, the City Manager of the City of Murphy, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

CITY OF PARKER, TEXAS

By: _____

Lee Pettle, Mayor

ATTEST:

By: _____

Patti Scott Hull, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of _____, 2026 by Lee Pettle, the Mayor of the City of Parker, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires: _____

EXHIBIT A - Transfer Area

DESCRIPTION 28.92 ACRES

SITUATED in Collin County, Texas, in the Richard Sparks survey, abstract no. 850, being a survey of the 7.00 acre tract described in a deed from the Estate of Billy Clinton Wilson to Sheri Ann Wilson, et al, dated May 10, 1999, recorded in **volume 4415, page 13 of the Collin County deed records(CCDR), being a survey of the 22 acre tract save and except a 1 acre tract described in a correction deed from Peggy Jane Wilson to Denise Nelson, recorded as **clerk's file no. 20130607000784040 of the Official Public Records of Collin County, Texas(OPRCCT), a survey of the 1 acre tract described in a deed from Peggy J. Wilson Nelson to Todd M. Nelson and wife, Beth Nelson, dated September 7, 1983 and recorded in volume 1743, page 377 CCDR, being described by metes and bounds as follows and using a bearing base of grid north, NAD83, North Central Texas Zone 4202:

BEGINNING at a 1/2-inch iron pin set at the northeast corner of said 7.00 acre tract; same being in the south line of Lot 10, Block A, Brooks' Farm Estates Phase II, recorded in volume 2006, page 690 Collin County plat records(CCPR); a 5/8-inch iron pin found with yellow plastic cap stamped "CBG Surveying" bears North 00°31'51" West, 0.25 foot;

THENCE South 00°31'51" East,(**Deed call SOUTH, 1980.00 feet) with the east line of said 7.00 acre tract, passing at 1959.26 feet, a 1/2-inch iron pin found and continuing in all 1976.84 feet to a point in McWhirter Road, in the north line of The Ranch, Phase 5 at North Hill recorded in volume P, page 898 of the plat records of Collin County, Texas;

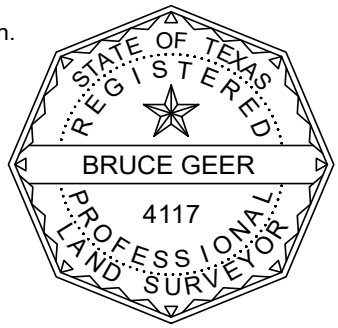
THENCE South 89°37'48" West, with said McWhirter Road and with the north line of said The Ranch Phase 5 at North Hill, passing the northwest corner of said The Ranch Phase 5 at North Hill at 537.38 feet and continuing in all, 637.56 feet to a point; a 1/2-inch iron pin found at the southeast corner of the 187.809 acre tract recorded as clerk's file no. 2022000156668 OPRCCT bears North 00°32'37" West, 15.49 feet;

THENCE North 00°32'37" West (*Deed call NORTH 1980.00 feet) with the west line of said 22 acre tract save and except 1 acre, 1974.21 feet to a 1/2-inch iron pin set;

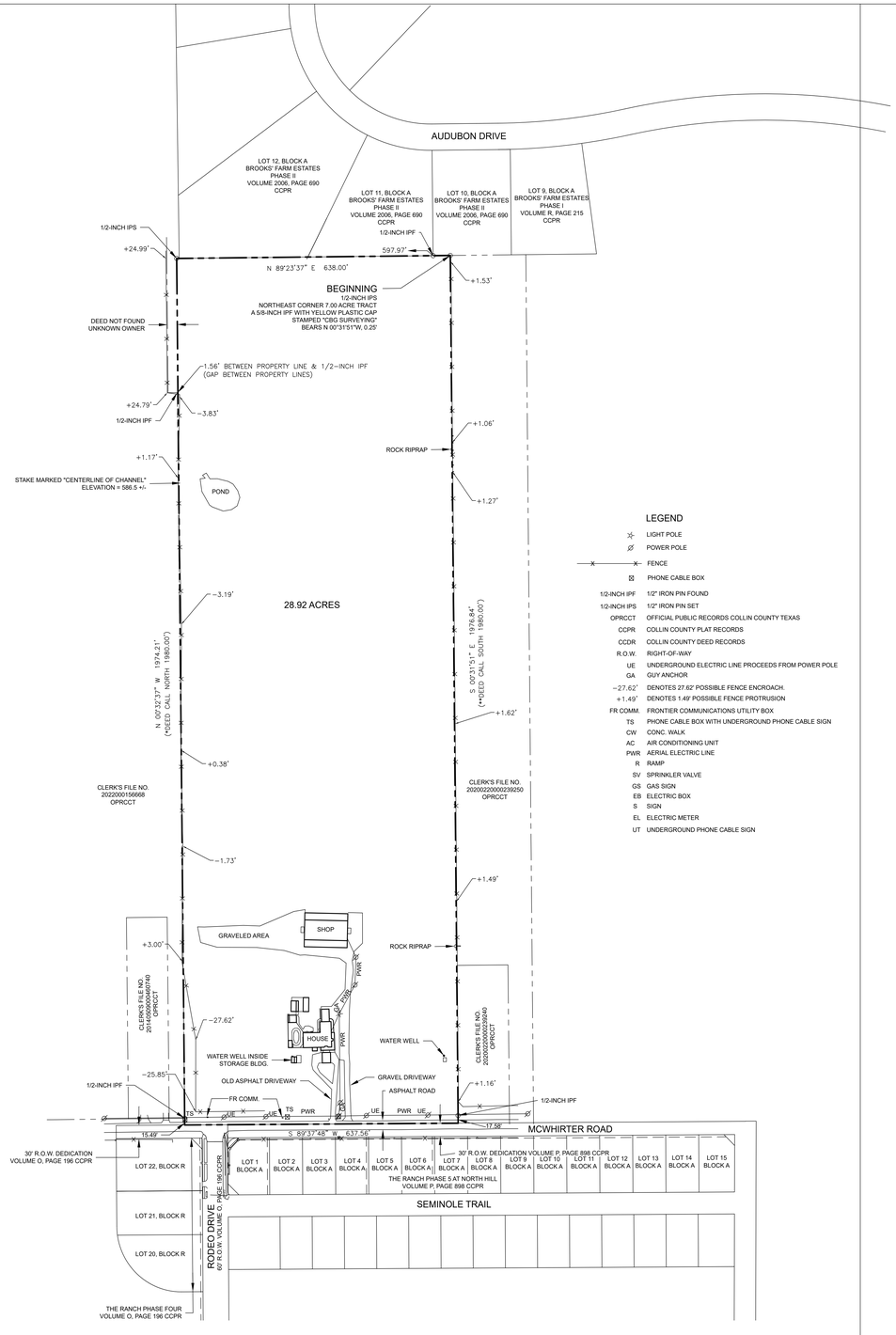
THENCE North 89°23'37" East, passing at 5.87 feet, the southwest corner of said Brooks' Farm Estates Phase II, continuing with the south line of said Brooks' Farm Estates Phase II, passing at 597.97 feet, a 1/2-inch iron pin found at the southeast corner of Lot 11 and the southwest corner of said Lot 10 of Brooks' Farm Estates Phase II, continuing with the south line of said Lot 10, in all 638.00 feet to the PLACE OF BEGINNING and containing 28.92 acres.

A survey map accompanies this legal description.

Surveyed on the ground and under my supervision.
Office work completed May 15, 2026
Office work revised August 17, 2026



Bruce Geer
Registered Professional Land Surveyor, No. 4117
1101 W. University Drive(U.S. Highway 380)
McKinney, Texas 75069
972-562-3959
FIRM: Bruce Geer, Surveyor
Firm Registration # 10150700



LEGEND

	LIGHT POLE
	POWER POLE
	FENCE
	PHONE CABLE BOX
1/2-INCH IPF	1/2" IRON PIN FOUND
1/2-INCH IPS	1/2" IRON PIN SET
OPRCCT	OFFICIAL PUBLIC RECORDS COLLIN COUNTY TEXAS
CCPR	COLLIN COUNTY PLAT RECORDS
CCDR	COLLIN COUNTY DEED RECORDS
R.O.W.	RIGHT-OF-WAY
UE	UNDERGROUND ELECTRIC LINE PROCEEDS FROM POWER POLE
GA	GUY ANCHOR
-27.62'	DENOTES 27.62' POSSIBLE FENCE ENCROACH.
+1.49'	DENOTES 1.49' POSSIBLE FENCE PROTRUSION.
FR COMM.	FRONTIER COMMUNICATIONS UTILITY BOX
TS	PHONE CABLE BOX WITH UNDERGROUND PHONE CABLE SIGN
CW	CONC. WALK
AC	AIR CONDITIONING UNIT
PWR	AERIAL ELECTRIC LINE
R	RAMP
SV	SPRINKLER VALVE
GS	GAS SIGN
EB	ELECTRIC BOX
S	SIGN
EL	ELECTRIC METER
UT	UNDERGROUND PHONE CABLE SIGN

Surveyed on the ground and under my supervision.
Office work completed May 15, 2026
Office work revised August 17, 2026

Bruce Geer
Registered Professional Land Surveyor, No. 4117
1101 W. University Drive(U.S. Highway 380)
McKinney, Texas 75069
972-562-3959
FIRM: Bruce Geer, Surveyor
Firm Registration # 10150700



BEARING BASE: GRID NORTH BY USING ALLTERRA GPS NETWORK, NAD 83, NORTH CENTRAL TEXAS ZONE 4202

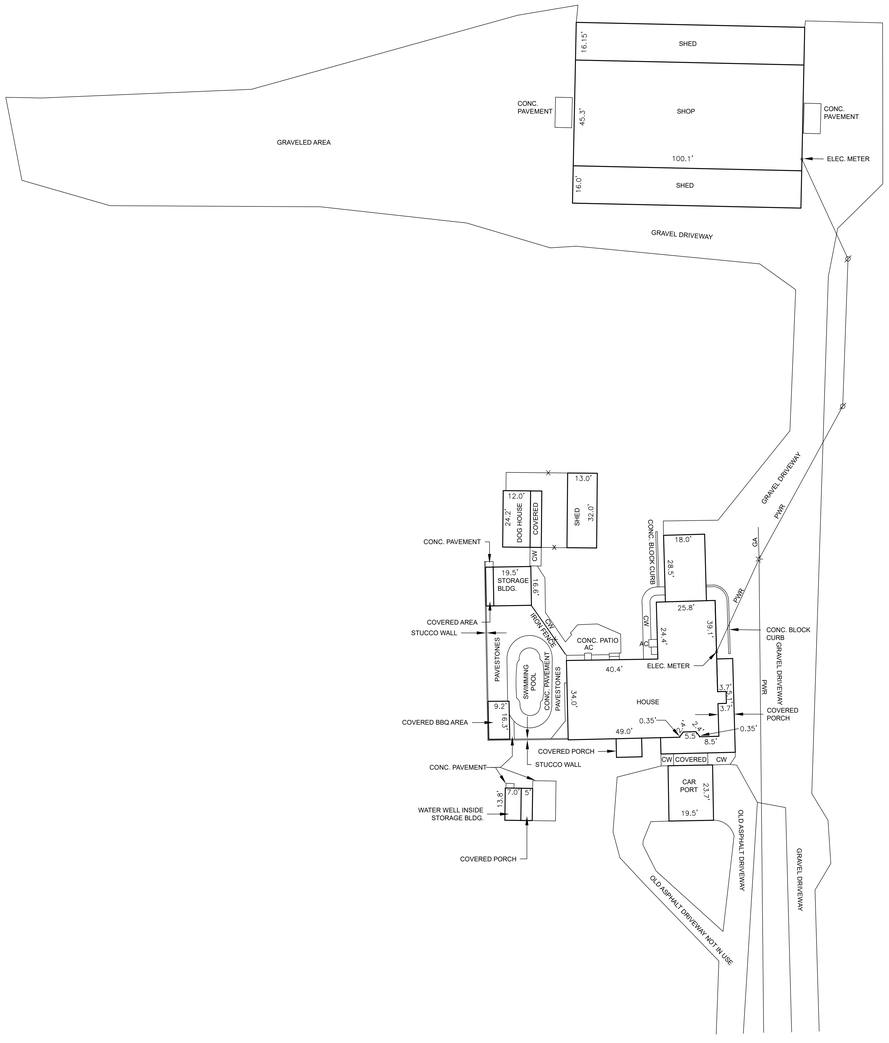
ACCORDING TO FEMA MAP NO. 48085C0415J, DATED 6-2-2009, THE 28.92 ACRE TRACT SHOWN HEREON IS NOT IN THE 100 YEAR FLOOD PLAIN.

* DENOTES ITEM SEEN IN DEED RECORDED AS CLERK'S FILE NO. 20130607000784040 OPRCCT

** DENOTES ITEM SEEN IN DEED RECORDED IN VOLUME 4415, PAGE 13 CCDR

A LEGEAL DESCRIPTION ACCOMPANIES THIS SURVEY MAP.

28.92 ACRES
RICHARD SPARKS SURVEY
ABSTRACT NO. 850
COLLIN COUNTY, TEXAS
6757 MCWHIRTER ROAD
ALLEN, TEXAS 75002



DETAIL
1" = 20'

Location Map



CITY OF MURPHY
LIFE LIVED AT YOUR PACE®

Development Services
November 3, 2026

ISSUE:
Consider and/or Act on an Ordinance amending Article 26.02 Signs of the Murphy Codes of Ordinances. Jared Mayfield, AICP, Assistant City Manager

SUMMARY:
The purpose of this sign code amendment is to clarify that Billboards are not allowed in Murphy.

This amendment will add a new definition specifically for billboards and create a new section for "prohibited signs". Technically, a billboard is an off-premise sign, and such signs are currently prohibited in Section 26.02.023, "Monument Signs for Business Districts". This is an odd placement for this type of sign prohibition. Staff recommends a few other minor changes for clarity and greater visibility.

The proposed code amendments are reflected in the attached document. Amendments are shown in blue text with ~~strikeouts~~ for deletions.

OTHER CONSIDERATIONS:
The Planning & Zoning Commission held a public hearing on this proposed amendment at their October 8, 2026 meeting. No public comments were received. The Commission voted to unanimously recommend approval of the amendment.

ACTION REQUIRED:
Consider and/or act on the Ordinance.

ATTACHMENTS:
Ordinance
Article 26 Signs - redline version

ORDINANCE NUMBER 26-11-XXXX

AN ORDINANCE OF THE CITY OF MURPHY, COLLIN COUNTY, TEXAS AMENDING CHAPTER 26 "DEVELOPMENT STANDARDS", ARTICLE 26.02 "SIGNS", SECTION 26.02.002 "DEFINITIONS", SECTION 26.02.010 "PROHIBITED SIGNS", AND SECTION 26.02.023 "MONUMENT SIGNS IN BUSINESS DISTRICTS" TO ADDRESS BILLBOARDS AND REORGANIZE PROHIBITED SIGN TYPES INTO A SINGLE SECTION; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING AMENDMENTS; PROVIDING A SAVINGS CLAUSE; PROVIDING A CUMULATIVE/REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Murphy is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution; and

WHEREAS, the City Council of the City of Murphy finds that billboards and other off-premise signs impact public safety by taking attention away from drivers on the roadways;

WHEREAS, the size of billboards are not compatible with the scale of roadways and buildings in the City of Murphy, nor are they compatible with the existing land uses and future land use plans of the City of Murphy;

WHEREAS, the City Council of the City of Murphy, in compliance with the laws of the State of Texas, has given the requisite notices by publication and otherwise, and held a public meeting for citizens generally and to all persons interested, and the City Council of the City of Murphy in exercise of its legislative discretion concluded that it was in the best interest of the health, safety, and welfare of the citizens of the City of Murphy to make the following amendments to Chapter 26, Development Standards, of the City of Murphy Code of Ordinances as follows;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS:

Section 1. Incorporation of Premises. That all of the above recitals are found to be true and correct and are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. Amendment. Chapter 26 "Development Standards", Article 26.02 "Signs", Section 26.02.002 "Definitions" is hereby amended to add the definitions of "Sign, Billboard" and "Sign, Floating" and to amend the definition of "Commission" as follows (the terms shall be placed in their appropriate place alphabetically within the section):

Chapter 26. Development Standards
Article 26.02 Signs

Sec. 26.02.002 Definitions

Commission. The planning & zoning commission of the city.

Sign, Billboard. A sign that is freestanding, attached to or part of a building, and is an off-premises sign that is designed for a change in copy, so that the characters, letters, display, or illustrations can be changed or rearranged within a fixed sign face.

Sign, Floating. Signs consisting of lighter-than-air or floating devices.

Section 3. Amendment to Section 26.02.010. Chapter 26 "Development Standards", Article 26.02 "Signs", Section 26.02.010 "Prohibited Signs" is hereby amended to read in its entirety as follows:

"Sec. 26.02.010 Prohibited Signs.
A sign not specifically allowed by this Article shall be prohibited. In addition, the following types of signs are expressly prohibited within the city:

(A) Billboards.
(B) Floating signs.
(C) Off-premises signs, unless specifically allowed by this ordinance.
(D) Portable signs."

Section 4. Sec. 26.02.011 Repealed. Chapter 26 "Development Standards", Article 26.02 "Signs", Section 26.02.011 "Portable Signs Prohibited" is hereby repealed in its entirety and shall be marked as "Reserved."

Section 5. Amendment to Sec. 26.02.023. Chapter 26 "Development Standards", Article 26.02 "Signs", Section 26.02.023 "Monument Signs in Business Districts" is hereby amended to read in its entirety as follows:

"Sec. 26.02.023 Monument Signs in Business Districts.
Monument signs are permitted in business zoning districts as follows:

(1) Number of signs.
  (A) Only one monument sign of any type may be erected on any site's thoroughfare frontage, not to exceed two signs per site.
    (i) Signs not exceeding 16 square feet and not exceeding six feet in height are allowed for an activity providing engine fuel sales which advertise prices of fuel on the premises. No activity shall have more than one such sign per street front. In no case shall such sign be monument.

(2) Setback.
  (A) Freestanding signs of a sign area of 50 square feet or less may be located as near as five feet to the public right-of-way.

(B) No part of a freestanding sign shall be closer than 25 feet measured radially to another freestanding sign on an adjacent sign site, nor shall any part of a freestanding sign on the same site be closer than 100 feet radially to another freestanding sign on that same sign site.

(3) Size, height and building materials.
(A) No freestanding sign shall exceed 50 square feet in sign area or seven feet in height except as herein provided.
(B) Freestanding signs may incorporate embellishments or cut-outs, provided that they shall not exceed 20 percent of the area of the sign face and that they shall not extend beyond the sign face a distance exceeding 18 inches as measured horizontally.
(C) Every monument sign shall be required to have a minimum one-half-foot masonry base, measured from grade level to the bottom of the sign area. Every monument sign shall be required to have a minimum six-inch masonry border on each side of the sign area. A minimum six-inch masonry cap is allowed above the sign area; however, it is not required. If the masonry cap option is not chosen, the maximum height of the sign structure shall be limited to seven feet. All monument signs will require engineer sealed drawings.
(D) Building materials and colors utilized for construction of monument bases, side borders, caps, and sign frames shall be constructed of the same materials found on the main building on the lot, unless otherwise approved by the city council.
(E) If the proposed sign is to be constructed on a lot with an existing building which does not contain a masonry facade, the materials used for the monument base, side borders and cap must be stone or brick."

Section 6. Savings. That all rights and remedies of the City of Murphy are expressly saved as to any and all violations of the provisions of any Ordinances that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 7. Cumulative/Repealer Clause. This Ordinance shall be cumulative of all other Ordinances of the City of Murphy and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance or where expressly repealed hereby. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

Section 8. Severability Clause. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 9. Publication/Effective Date. This Ordinance shall take effect immediately from and

after its passage and the publication of the caption, as the law and City Charter in such cases provide.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Murphy, Texas, on this 3rd day of November 2026.

_____
Scott Bradley, Mayor
City of Murphy, Texas

ATTEST:

_____
Kandi Jackson, City Secretary

APPROVED AS TO FORM:

_____
Jonathan Moss, Asst. City Attorney

Article 26.02 Signs

Section 26.02.002 Definitions.

Sign, Billboard. A sign that is freestanding, attached to or part of a building, and is an off-premises sign that is designed for a change in copy, so that the characters, letters, display, or illustrations can be changed or rearranged within a fixed sign face.

Sign, Floating. Signs consisting of lighter-than-air or floating devices.

Commission. The ~~plan~~ planning and zoning commission of the city.

~~**Section 26.02.010 Floating Signs Prohibited.**~~

~~Signs consisting of lighter-than-air or floating devices are prohibited.~~

Section 26.02.010 Prohibited Signs.

A sign not specifically allowed by this Article shall be prohibited. In addition, the following types of signs are expressly prohibited within the city:

(A) Billboards.
(B) Floating signs.
(C) Off-premises signs, unless specifically allowed by this ordinance.
(D) Portable signs.

~~**Section 26.02.011 Portable Signs Prohibited.**~~ **Reserved.**

~~Portable signs are prohibited.~~

Section 26.02.023 Monument Signs in Business Districts.

Monument signs are permitted in business zoning districts as follows:
(1) Number of signs.
  (A) Only one monument sign of any type may be erected on any site's thoroughfare frontage, not to exceed two signs per site.
    (i) Signs not exceeding 16 square feet and not exceeding six feet in height are allowed for an activity providing engine fuel sales which advertise prices of fuel on the premises. No activity shall have more than one such sign per street front. In no case shall such sign be monument.

(2) Setback.

(A) Freestanding signs of a sign area of 50 square feet or less may be located as near as five feet to the public right-of-way.
(B) No part of a freestanding sign shall be closer than 25 feet measured radially to another freestanding sign on an adjacent sign site, nor shall any part of a freestanding sign on the same site be closer than 100 feet radially to another freestanding sign on that same sign site.

(3) Size, height and building materials.
(A) No freestanding sign shall exceed 50 square feet in sign area or seven feet in height except as herein provided.
(B) Freestanding signs may incorporate embellishments or cut-outs, provided that they shall not exceed 20 percent of the area of the sign face and that they shall not extend beyond the sign face a distance exceeding 18 inches as measured horizontally.
(C) Every monument sign shall be required to have a minimum one-half-foot masonry base, measured from grade level to the bottom of the sign area. Every monument sign shall be required to have a minimum six-inch masonry border on each side of the sign area. A minimum six-inch masonry cap is allowed above the sign area; however, it is not required. If the masonry cap option is not chosen, the maximum height of the sign structure shall be limited to seven feet. All monument signs will require engineer sealed drawings.
(D) Building materials and colors utilized for construction of monument bases, side borders, caps, and sign frames shall be constructed of the same materials found on the main building on the lot, unless otherwise approved by the city council.
(E) If the proposed sign is to be constructed on a lot with an existing building which does not contain a masonry facade, the materials used for the monument base, side borders and cap must be stone or brick.

~~(4) Off-premises signs. Off-premises signs are prohibited.~~