NOTICE OF A MEETING OF THE BOARD OF DIRECTORS OF THE GARLAND FOUNDATION FOR DEVELOPMENT, INC. CITY OF GARLAND, TEXAS

NOTICE is hereby given that the Board of Directors of the Garland Foundation for Development, Inc. will hold a meeting on May 1, 2012 at 5:30 p.m. in the Work Session Room of City Hall, 200 N. Fifth St., Garland, Texas, to consider the following:

- A. A resolution authorizing the Executive Director to enter into a Mutual Aid Agreement with the City of Garland in the performance of their governmental functions.
- B. A resolution authorizing the Executive Director to enter into a Golf Management Services Agreement with the City of Garland in the amount of \$722,004.
- C. A resolution authorizing the Executive Director to enter into a Construction Services Agreement related to the 6th Street extension project with Tri-Con Services in the amount of \$417,277.00.
- D. A resolution authorizing the Executive Director to enter into a Construction Services Agreement related to the 6th Street extension project with AXIS Contracting in the amount of \$447,328.21.
- E. A resolution authorizing the Executive Director to enter into a Construction Services Agreement related to the 6th Street extension project with Trac-Work in the amount of \$876,677.00.
- F. A resolution authorizing the Executive Director to enter into a Construction Services Agreement related to the 6th Street extension project with Campbell Technology Corporation in the amount of \$194,997.00.

A RESOLUTION OF THE BOARD OF DIRECTORS

GARLAND FOUNDATION FOR DEVELOPMENT, INC.

A quorum of the Board of Directors of the Garland Foundation for Development, Inc., having met in a duly posted open meeting, take the following actions and hereby adopt the following resolutions:

Relating to a Mutual Aid Agreement with the City of Garland

RESOLVED, that the Executive Director is hereby authorized to enter into a Mutual Aid Agreement with the City of Garland, effective June 20, 2011, in the form and substance of that attached hereto as Exhibit "A" and incorporated herein by reference.

Relating to a Golf Management Services Agreement with the City of Garland

RESOLVED, that the Executive Director is hereby authorized to enter into a Golf Management Services Agreement with the City of Garland, in the form and substance of that attached hereto as Exhibit "B" and incorporated herein by reference.

Relating to the 6th Street Extension to W. Walnut

RESOLVED, the Executive Director is hereby authorized and directed, for and on behalf of the Company, to enter into a Construction Services Agreement with **Tri-Con Services** in the amount of \$417,277.00, in the form and substance of that attached hereto as Exhibit "C" and incorporated herein by reference.

RESOLVED FURTHER, the Executive Director is hereby authorized and directed, for and on behalf of the Company, to enter into a Construction Services Agreement with **AXIS Contracting** in the amount of **\$447,328.21**, in the form and substance of that attached hereto as Exhibit "D" and incorporated herein by reference.

RESOLVED FURTHER, the Executive Director is hereby authorized and directed, for and on behalf of the Company, to enter into a Construction Services Agreement with **Trac-Work** in the amount of **\$876,677.00**, in the form and substance of that attached hereto as Exhibit "E" and incorporated herein by reference.

RESOLVED FURTHER , the Executive Director is hereby authorized and directed, for
and on behalf of the Company, to enter into a Construction Services Agreement with
Campbell Technology Corporation in the amount of \$194,997.00, in the form and
substance of that attached hereto as Exhibit "F" and incorporated herein by reference.

Executed as of the	day of	, 2012
Ronald E. Jones President		



MUTUAL AID AGREEMENT

STATE OF TEXAS

8

COUNTY OF DALLAS

s 8

This Mutual Aid Agreement ("Agreement"), effective as of June 20, 2011, is entered into by, between and among the City of Garland, a Texas home-rule municipality (the "City"), the Garland Foundation for Development, Inc., a Texas local government corporation created pursuant to Subchapter D, Chapter 431 of the Texas Transportation Code, Chapter 394 of the Texas Local Government Code, and the Non-Profit Corporation Act (the "Foundation") (collectively, the "Parties").

RECITALS

WHEREAS, pursuant to Resolution No. 9931, the City Council of the City of Garland authorized the creation of the Garland Foundation for Development, Inc., a Texas local government corporation;

WHEREAS, the Foundation was organized to aid and assist the City in the performance of its Governmental functions and services, to promote the common good and general welfare of the City, and to promote, develop, encourage and maintain government facilities, public works projects, commerce and economic development in the City;

WHEREAS, Mutual Aid in the context contemplated herein is a "Governmental function and service" and that the Parties are "Local governments" as those terms are defined in the Interlocal Cooperation Act, Texas Government Code Chapter 791; and

WHEREAS, the Parties have determined that it is in their collective best interests to voluntarily aid and assist each other in the performance of their Governmental functions, to promote the common good, general welfare, commerce, and economic development in the City.

TERMS

- 1. Capitalized terms used but not otherwise defined in this Agreement shall have the respective meanings as set forth in Chapter 791 of the Texas Government Code.
- 2. The Parties agree that each party to this Agreement will furnish such personnel, equipment, facilities, or services as are reasonably available and necessary to aid and assist one another in the performance of their Governmental functions and services, including Administrative Functions, to promote the common good, general welfare, commerce, and economic development for the City.

- 3. This agreement shall become effective as to each party when approved and executed by that public entity. The Agreement shall remain in effect as between each and every party until participation in this Agreement is terminated by the party in writing.
- 4. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership, joint venture, or employment, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither party has the authority to enter into contracts or to assume any obligation for the other, nor to make warranties or representations on behalf of the other except in accordance with the express terms of this Agreement or as otherwise authorized in writing by the other.
- 5. This agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third-party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.
- 6. The Foundation shall furnish the City, at such times and in such forms as the City may require, and upon reasonable advance notice, with statements, records, reports, data and information, as the City may reasonably request pertinent to matters covered by this Agreement.
- 7. The Foundation shall properly, accurately and completely maintain detailed and accurate records and other supporting documentation related to its obligations under this Agreement for the three years following the date of this Agreement, or for an amount of time as required by law, whichever date is later. The records shall include financial statements kept in accordance with generally accepted accounting principles, and will be made available for audit, inspection and/or copying by the City or its designee at all reasonable times and upon reasonable notice. The Foundation shall maintain an internal control structure designed to provide assurance that assets are safeguarded from loss or unauthorized use, that transactions are executed in accordance with the Foundation's authority, and that financial records are reliable for the purposes of preparing financial statements. Upon request from the City, the Foundation shall deliver to the City a copy of all financial statements of the Foundation issued during, or covering periods included in the term of this Agreement.
- 8. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this

Agreement, which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives in Garland, Dallas County, Texas.

GARLAND FOUNDATION FOR DEVELOPMENT, INC.

By:			
	Name: Title:		
	Date:		
CITY	Y OF GA	RLAND	
By:			
	Name:		
	Name: Title:		



GOLF MANAGEMENT SERVICES AGREEMENT FIREWHEEL GOLF PARK

This Golf Management Services Agreement ("Agreement") is made and entered into by and between the City of Garland, Texas, a home-rule municipality (the "City") and Garland Foundation for Development ("Contractor") under the following conditions and terms:

* * * * *

WHEREAS, the City is the owner of the Firewheel Golf Park, a golf course facility consisting of multiple golf courses, club houses, a tournament pavilion, driving ranges and associated service facilities (together referred to herein as the "Golf Park"); and

WHEREAS, prior to the date of this Agreement but effective July 20, 2011, the City and Contractor agreed that the Contractor would be responsible for the operation of the Golf Park; and

WHEREAS, the City and Contractor desire to memorialize the agreement of July 20, 2011 with this Golf Management Services Agreement;

NOW, THEREFORE, for the consideration and on the terms and conditions hereinafter set forth, the parties agree as follows:

Section 1. <u>Termination of Previous Agreements</u>. The City and Contractor agree that, as of the effective date of this Agreement, all prior agreements regarding the management of the Golf Park are terminated and are of no further force or effect.

Section 2. Golf Course Management and Operations.

(A) For the Monthly Fees (as hereinafter defined) and additional consideration, Contractor shall provide all professional services necessary to operate the Golf Park including, without limitation, the planning, coordination, supervision, and management of Golf Park operations including, without limitation, the scheduling of daily play, the scheduling and coordination of tournaments, and the marketing and promotion of the Golf Park. Contractor shall operate and manage the Golf Park in a manner comparable to privately-owned and operated courses of a similar level of player capacity and use and having a similar level of facilities, recognizing that the Golf Park is an award-winning golf facility. The parties intend that the Contractor will endeavor to maximize usage of the Golf Park and the revenues

derived from the Golf Park. Contractor shall plan, develop, and implement, with the advice and consent of the City, a tee time reservation system and a discount program for junior players, senior players, and residents of the City.

- (B) Contractor shall report to the City Manager or a designated representative of the City Manager. With respect to any City employees assigned to the golf course, Contractor shall have the same supervisory powers as other City department heads, subject to the advice and consent of the City Manager. In that regard, Contractor shall abide by all City Manager directives, Human Resources Department directives, and other City personnel policies, procedures and regulations. Contractor shall provide such timely and accurate financial and operational reports to the City as are required of the department heads of other operational City departments. During the term of this Agreement, Contractor shall commit no waste of the Golf Park premises or any of the equipment, goods, or inventory of the Golf Park.
- (C) Contractor shall employ and furnish, at its cost and expense, a sufficient number of individuals to provide tee time reservations, process payment transactions, staff pro shop operations, collect and disperse golf balls at the driving ranges, maintain and repair golf carts, provide tournament and special event services, and greet and assist customers in the parking lots.
- (D) Contractor shall employ and furnish, at its cost and expense, a sufficient number of individuals to provide food and beverage service at the Golf Park's two restaurants and provide food and beverage cart service on each of the facilities' courses. Contractor shall obtain and maintain all required certifications and licenses to sell and serve food and beverages, including those required for the sale of alcoholic beverages. Contractor shall pay all assessed or assigned taxes for food and beverage sales, including alcoholic beverage sales, in a timely manner. Contractor shall comply with all local, state, and federal laws.
- (E) Contractor shall employ a golf professional and assistant golf professionals, consisting of persons who have obtained or who are attempting to obtain certification from the Professional Golf Association of America, to provide supervision in the absence of Contractor.
- (F) Contractor shall employ and furnish, at a minimum, one full time employee whose efforts are to be dedicated to promotion, marketing, and tournament sales.

Section 4. Indemnity, Independent Contractor.

- (A) Contractor agrees to indemnify, defend and hold harmless the City of Garland and all of their present, future and former agents, employees, officials and representatives in their official, individual and representative capacities from and against any and all liability created by, arising from, or in any manner relating to services performed or goods provided by Contractor. As used herein, the term "liability" includes, but is not limited to, any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, due to or arising from injuries to persons (including death) or to property (both real and personal). The indemnity provided herein expressly includes any liability arising through the doctrine of strict or products liability and any liability arising under the constitutions of the United States or Texas. The indemnity provided herein also expressly extends to any liability caused by the negligence or other fault of any indemnified party.
- (B) Contractor acknowledges that Contractor is independent and that Contractor is not an agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an agent, official or representative of the City. Income taxes, sales taxes, social security taxes, benefits, unemployment compensation payments and the like are the sole responsibility of the Contractor both for Contractor and for all employees of Contractor.

Section 5. Monthly Fee, Performance Incentive, True-Up:

- (A) In full consideration of the services to be provided and the obligations assumed by Contractor under this Agreement, the City shall pay Contractor a fee of \$60,167.00 ("Monthly Fees"). As additional consideration, Contractor is entitled to all gross revenues received from the sale of food and beverages. Monthly Fees shall be paid by the City to the Contractor on the 1st day of each month. Monthly Fees are paid in advance of the services provided by the Contractor. (For example, Monthly Fees paid on January 1st are for the Contractor's services provided during the month of January).
- (B) Recognizing that labor and other operating costs can vary significantly due to

tournaments and special events, the Contractor may request, within 120 days of the end of each fiscal year, a "true-up" if the total cost of labor and operations exceeds the monthly fees of \$722,040 plus annual gross revenues from the sale of food and beverage. If it can be documented by the Contractor, to the City's satisfaction, that the additional cost is due to tournaments, special events, or other actions requested or authorized by the City, the City shall pay the Contractor a "true-up" amount. The "true-up" amount will be calculated by taking the Contractor's total labor and operating cost, less total monthly fees received during the year, less gross food and beverage revenue received by the Contractor, less any amounts deemed non reimbursable by the City.

Section 6. Term; Termination; Renewal. (A) Unless sooner terminated under this Section 6, the term of this Agreement shall be for a period of one year commencing on the Effective Date (as hereinafter defined) ("Initial Term"). The City may terminate this Agreement, at will and without cause or liability, by giving not less than ten days written notice of termination to Contractor. At the expiration of the Initial Term, this Agreement will automatically renew for successive one (1) year periods (each a "Renewal Term" and collectively with the Initial Term the "Term") unless a party provides the other party with notice of its intent not to renew this Agreement at least ninety (10) days prior to the expiration of the then current term.

Section 7. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 8. <u>No Assignment</u>. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 9. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and

in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 10. Waiver. Either City or Contractor shall have the right to waive any requirement contained in this Agreement, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 11. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Dallas County, Texas.

Section 12. <u>Paragraph Headings</u>; <u>Construction</u>. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 13. <u>Binding Effect</u>. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 14. <u>Gender</u>. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 15. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 16. Exhibits. All exhibits to this Agreement are incorporated herein by

reference for all purposes wherever reference is made to the same.

Section 17. <u>Computation of Deadlines</u>. If any deadline contained herein ends on a Saturday, Sunday or a legal holiday recognized by the Texas Supreme Court, such deadline shall automatically be extended to the next day that is not a Saturday, Sunday or legal holiday.

Section 18. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally and no written modification of this Agreement shall be effective unless executed by both parties.

Section 19. Relationship of Parties; No Third-Party Beneficiaries. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership, joint venture, or employment, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither party has the authority to enter into contracts or to assume any obligation for the other, nor to make warranties or representations on behalf of the other except in accordance with the express terms of this Agreement or as otherwise authorized in writing by the other. Except for the provisions of this Agreement relating to the indemnification of employees, agents and representatives of the City, there are no third-party beneficiaries to this Agreement and no third-party beneficiaries are intended by implication or otherwise.

EXECUTED on the dates indicated below but deemed to be effective as of the ___th day of February, 2012 (the "Effective Date").

GARLAND FOUNDATION FOR DEVELOPMENT:
By:
Title:

Date: Date:	
-------------	--

ADDRESS FOR NOTICE:

City of Garland, Texas 200 N. Fifth St. P.O. Box 469002 Garland, Texas 75046-9002 Attn: City Manager

With a copy to:

City Attorney 200 N. Fifth St. P.O. Box 469002 Garland, Texas 75046-9002 (972) 205-2389 [FAX] Bryan Bradford Garland Foundation for Development 600 W. Campbell Road Garland, Texas 75044





NORTHEAST CORRIDOR LIGHT RAIL TRANSIT CROSSING 6th STREET EXTENSION CONTRACT

THIS CONTRACT is made and entered into by and between the GARLAND FOUNDATION FOR DEVELOPMENT, INC. (the "GFD"), a Texas local government corporation and Tri-Con Services, Inc. a Texas corporation (the "Contractor").

RECITALS:

WHEREAS, the GFD and the City of Garland entered into a project management agreement, wherein the GFD and the City of Garland agreed to terms allowing the GFD to manage the Northeast Corridor Light Rail Transit Crossing 6th Street Extension Project on behalf of the City.

WHEREAS, the GFD requested a proposal to provide headers, grading, complete street lighting, paving, signing, fencing and pavement markings between the north end of existing 6th Street and Walnut Street and

WHEREAS, Contractor submitted a proposal in response to the GFD request,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is acknowledged, the **GFD** and the Contractor hereby agree as follows:

- 1. <u>Services Provided</u>. The Contractor undertakes, covenants, and agrees to provide the services required by the **GFD** in accordance with the requirements, terms and conditions contained in these specifications and the design plans.
- 2. <u>Incorporation by Reference</u>. All terms and conditions contained in the plans, specifications are incorporated into this Contract by reference as if full set forth at length.
- 3. Price and Payment. The Contractor shall be entitled to receive

Four Hundred Seventeen Thousand Two Hundred Seventy Seven dollars (\$417,277.00) for performance of the services contemplated by this Contract. Payment shall be governed by the terms and conditions set forth in the Plans and specifications.

4. Additional Security. It is mutually agreed that should it appear to the GFD, or to the Authorized Agent in charge, at any time during the existence of this Contract, that the sureties on the Contractor's bond have become insolvent, bankrupt, or otherwise financially unable to protect the GFD under the terms of the Contract, the GFD may demand the Contractor to furnish additional security in some approved surety company satisfactory to the GFD. The acts of the GFD or the Agent with reference to demanding new or additional security shall never be construed to relieve the original sureties of their obligations under the Contract, or to relieve the Contractor. The GFD may stop performance under the Contract until additional security has been furnished by the Contractor, and the GFD shall in no case be liable to the Contractor on account thereof. In the event of the refusal or failure of the Contractor to comply with the demands of the GFD with reference to furnishing additional security, the GFD may exercise its

right as provided herein to stop all payments under the Contract and to arrange for completion of the Contract requirements obligating the Contractor for any and all additional expenses incurred.

5. Entire Agreement. It is understood and agreed that this contract contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between and parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this contract exist. This contract cannot be changed or terminated orally and no written modification of this contract shall be effective unless executed by both parties.

EXECUTED on this the	day of	, 2012
By:Garland Foundation For Developme	ent	
Name:		
	Par	ty of the Second Part (Contractor)
Title:	Title	:
Date:	Date	e:
Before me this day personally appeared being by me duly sworn upon oath says act of the corporation.	that he/she is	ose signature appears above, who after, and is authorized to sign as an
Subscribed and sworn to before me or	this the	_ day of, 2012.
	Notary Public	c in and for the State of Texas
	Printed Nam My Commiss	e of Notary sion Expires

PERFORMANCE BOND

STATE	OF T	EXAS	}
COUNT	Y OF	DALL	AS 1

WHEREAS, Contractor has this day entered into a written contract with the GFD to build and construct:

NORTHEAST CORRIDOR LIGHT RAIL TRANSIT CROSSING, 6TH STREET EXTENSION

which contract and the plans and specifications therein mentioned (collectively referred to hereinafter as the "Contract") are hereby expressly incorporated into and made a part hereof as though set forth at length; and

WHEREAS, this bond is given pursuant to Chapter 2253 of the Texas Government Code;

NOW, THEREFORE, if Contractor shall well, truly and faithfully perform all of the undertakings, duties, terms, conditions and agreements of the Contract; shall satisfy all claims and demands incurred under the Contract; shall fully indemnify and hold the City harmless; shall reimburse and repay the GFD for any outlay or expense which the GFD may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors and corporations who may furnish materials or labor under the Contract, then this obligation shall be void; otherwise to remain in full force and effect. The obligations of Contractor and Surety under this bond apply both to the original Contract and to any extension or modification of the Contract and Surety agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of Surety under this bond, and Surety waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of Contractor and Surety under this bond are performable and payable in Dallas

Dallas County, Texas. By their signatures be	ny legal action pertaining to this bond shall lie in slow, the persons signing this bond warrant and prized to sign on behalf of Contractor and Surety.
EXECUTED this the day of	
CONTRACTOR:	SURETY:
By: Title:	By: Title:
	EDGMENTS ractor]
STATE OF TEXAS } COUNTY OF DALLAS }	
me (or proved to me on the oa) (description of id-	·
Notary Public in and for the State of Texas My Commission Expires:	Typed or Printed Name of Notary
STATE OF TEXAS } COUNTY OF DALLAS }	rety]
This instrument was acknowledged before me of the behalf of Surety.	on theday of , 2012 by of the Surety, on
GIVEN UNDER MY HAND AND SEAL OF OFFI	CE this the day of, 2012.
Notary Public in and for the State of Texas My Commission Expires:	Typed or Printed Name of Notary

PAYMENT BOND
STATE OF TEXAS } COUNTY OF DALLAS }
WHEREAS, Tri-Con Services as principal ("Contractor") and
WHEREAS, Contractor has this day entered into a written contract with the GFD to build and construct:
NORTHEAST CORRIDOR LIGHT RAIL TRANSIT CROSSING, 6^{TH} STREET EXTENSION
which contract and the plans and specifications therein mentioned (collectively referred to hereinafter as the "Contract") are hereby expressly incorporated into and made a part hereof as though set forth at length; and
WHEREAS, this bond is given pursuant to Chapter 2253 of the Texas Government Code;
NOW, THEREFORE, if Contractor shall promptly make payment to all persons, firms, subcontractors and corporations who may furnish materials or labor under the Contract, then this obligation shall be void; otherwise to remain in full force and effect. The obligations of Contractor and Surety under this bond apply both to the original Contract and to any extension of time or modification of the Contract and Surety agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of Surety under this bond, and Surety waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of Contractor and Surety under this bond are performable and payable in Dallas County, Texas such that exclusive venue for any legal action pertaining to this bond shall lie in Dallas County, Texas. By their signatures below, the persons signing this bond warrant and represent that they are, respectively, duly authorized to sign on behalf of Contractor and Surety.
EXECUTED this the day of, 2012.

SURETY:

Title:____

By:_________

CONTRACTOR:

Title:_____

ACKNOWLEDGMENTS

[Contractor]

STATE OF TEXAS }	
COUNTY OF DALLAS	}

Before me	(insert the name of the officer) on this day
me (or proved to me on the oa	th of or through entity card or other document) to be the person
whose name is subscribed to the foregoing in executed the same for the purpose and conside	strument and acknowledged to me that he/she
Given under my hand and seal of office this	day of, 2012.
Notary Public in and for the State of Texas My Commission Expires:	Typed or Printed Name of Notary
STATE OF TEXAS } COUNTY OF DALLAS }	rety]
This instrument was acknowledged before me on	the day of
the	of the Surety, on behalf of Surety.
GIVEN UNDER MY HAND AND SEAL, 2012.	OF OFFICE this the day of
Notary Public in and for the State of Texas My Commission Expires:	Typed or Printed Name of Notary

Revised 1/10/00 Revised 3/16/06(year only) revised 8/25/06(notary wording only)

MAINTENANCE BOND

STATE OF TEXAS COUNTY OF DALLAS	
WHEREAS, Tri-Con Services, Inc. as princ	ipal ("Contractor") and
	, a corporation organized
under the laws of the State of	and being duly authorized to do business in the
State of Texas, as surety ("Surety")(whether	one or more), do hereby expressly acknowledge
themselves to be held and bound to pay to t	he Garland Foundation for Development, Inc.
(the "CED") a Toyon level government of	ne danand i odnation for bevelopment, inc.
(the GFD), a rexas local government corp	poration, its successors and assigns the sum of
Four Hundred Seventeen Thousand Two	Hundred Seventy Seven Dollars in the lawful
currency of the United States of America (\$4	17,277.00) for the payment of which Contractor
and Surety are liable to the GFD, jointly and se	everally: and

WHEREAS, Contractor has this day entered into a written contract with the GFD to build and construct

NORTHEAST CORRIDOR LIGHT RAIL TRANSIT CROSSING, 6TH STREET EXTENSION

which contract and the plans and specifications therein mentioned (collectively referred to hereinafter as the "Contract") are hereby expressly incorporated into and made a part hereof as though set forth at length; and

WHEREAS, under the Contract it is provided that the Contractor will maintain and keep in good repair all work to be performed and done under the Contract for a period of two (2) years all work on City of Garland property and one (1) year for all work within DART right-of-way from the date of acceptance of the completed work by the Garland Foundation for Development, and to do and perform all necessary work and repair any defective condition, it being understood that the purpose of this maintenance bond is to insure all warranties, express or implied, made or given by the Contractor to the Garland Foundation for Development and to cover all defective, inadequate or non-conforming conditions arising by reason of any materials or labor installed, provided, constructed or performed by the Contractor and in case the Contractor shall fail to correct any such conditions it is agreed that the Garland Foundation for Development may make such corrections and charge the cost of making those corrections against the Contractor and the Surety on this obligation, and the Contractor and Surety shall be subject to the liquidated damages provided in the contract, the plans and the specifications for each day's failure on its part to comply with the terms and provisions of the Contract;

NOW, THEREFORE, if the Contractor shall keep and perform its obligation to maintain the work and keep the work in repair for the full maintenance period of two (2) years all work on City of Garland property and one (1) year for all work on DART right-of-way as herein provided, then these presents shall be null and void and have no further effect, but if default shall be made by Contractor in the performance of its obligations, then these presents shall have full force and effect, and the Garland Foundation for Development shall have and recover from the Contractor and its Surety damages in the premises as provided and it is further understood and agreed that this obligation shall be a continuing one against the Contractor and the Surety and that successive recoveries may be had hereon for successive breaches until the full amount of this bond shall have been exhausted; and it is further understood that the obligation under this

bond to maintain the work shall continue throughout the maintenance period and shall not be changed, diminished, or in any other manner affected during the term of this bond. The obligations of Contractor and Surety under this bond apply both to the original Contract and to any extension or modification of the Contract and Surety agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of Surety under this bond, and Surety waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of Contractor and Surety under this bond are performable and payable in Dallas County, Texas such that exclusive venue for any legal action pertaining to this bond shall lie in Dallas County, Texas. By their signatures below, the persons signing this bond warrant and represent that they are, respectively, duly authorized to sign on behalf of Contractor and Surety.

EXECUTED this the day of	, 2012.
CONTRACTOR: By:	SURETY: By: Printed Name:
Printed Name:	Printed Name:
	Title:
Address of Principal:	Address of Surety:
	WLEDGMENTS ontractor]
STATE OF TEXAS	
COUNTY OF DALLAS	
Before me	(insert the name of the officer) on this day
me (or proved to me on the	ed known to oath of or through identity card or other document) to be the person
whose name is subscribed to the foregoing executed the same for the purpose and cons	instrument and acknowledged to me that he/she
Given under my hand and seal of office this _	day of, 2012.
Notary Public in and for the State of Texas My Commission Expires:	Typed or Printed Name of Notary

Revised 1/10/00 Revised 3/15/06 revised 8/25/06(notary wording only)

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

(To be executed prior to acceptance of project)

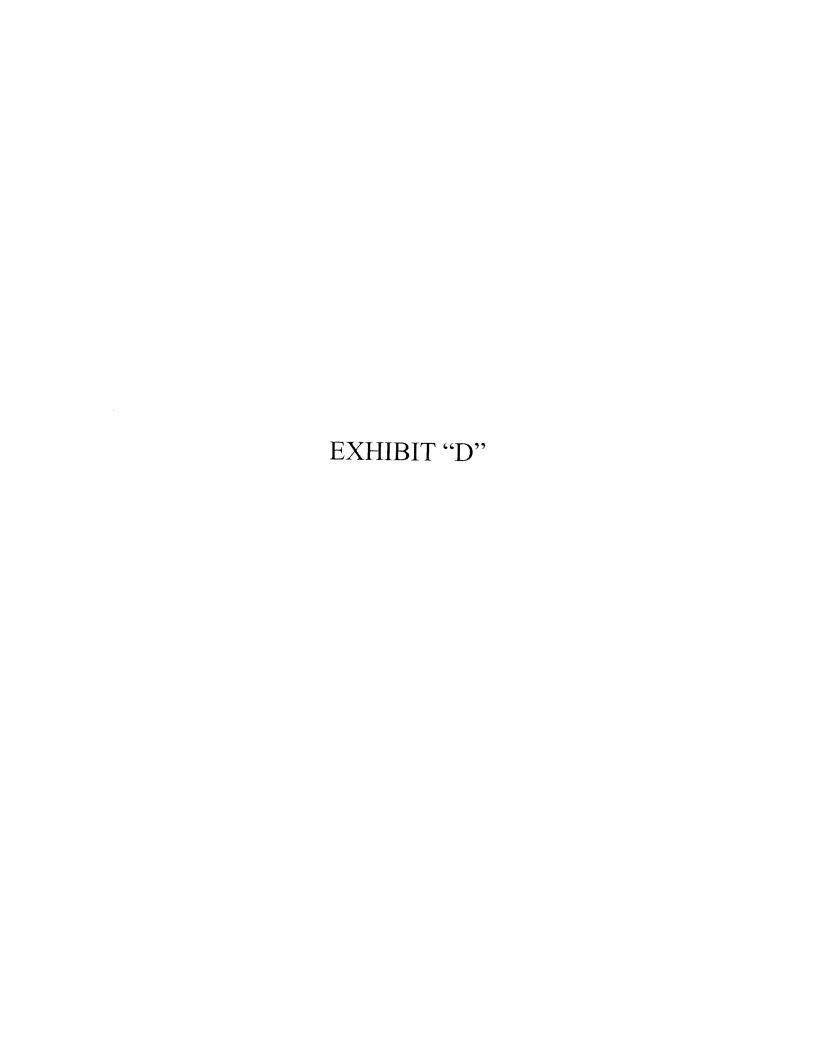
STATE OF TEXAS

COUNTY OF DALLAS

————————————————, who, being duly sworn, on oath, says that he is a legal
representative of
TRI-CON SERVICES, INC.
and that the contract for the construction of the project, designated as
NORTHEAST CORRIDOR LIGHT RAIL TRANSIT CROSSING, 6 TH STREET EXTENSION
has been satisfactorily completed and that all bills for materials, apparatus, fixture,
machinery and labor used in connection with the construction of this project have, to the
pest of my knowledge and belief, been fully paid.
Signature
Title
Sworn to and subscribed before me this day of, 2012.
Notary Public in and for
County, Texas

Instructions:

If the Contractor is an individual, he shall sign the affidavit. If the Contractor is a partnership, any partner may sign the affidavit. If the Contractor is a corporation, a person authorized by the by-laws or by the Board of Directors shall sign the affidavit. If the Contractor is a joint venture of individuals, any of the individuals may sign the affidavit. If the Contractor is a joint venture of partnerships, or of individuals and partnerships, the individual or any partner of any partnership may sign the affidavit. If the contractor is a joint venture in which a corporation is a party, separate affidavits must be executed in the name of the joint-venture; one by each corporation and one by each individual or partnership. Signatures for corporations should be by a duly authorized officer. If signature is by another, a showing of authority to sign must accompany the affidavit.



AXIS CONTRACTING, INC. CONTRACT

NORTHEAST CORRIDOR LIGHT RAIL TRANSIT CROSSING 6th STREET EXTENSION CONTRACT

THIS CONTRACT is made and entered into by and between the GARLAND FOUNDATION FOR DEVELOPMENT, INC. (the "GFD"), a Texas local government corporation and AXIS Contracting, Inc. a Texas corporation (the "Contractor").

RECITALS:

WHEREAS, the **GFD** and the City of Garland entered into a project management agreement, wherein the **GFD** and the City of Garland agreed to terms allowing the **GFD** to manage the Northeast Corridor Light Rail Transit Crossing 6th Street Extension Project on behalf of the City.

WHEREAS, the **GFD** requested a proposal to provide construction of the DART North, DART South and DART Center concrete headers including cable trough encasement with all incidentals required to complete the header construction between the north end of existing 6th Street and Walnut Street and

WHEREAS, Contractor submitted a proposal in response to the GFD request,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is acknowledged, the **GFD** and the Contractor hereby agree as follows:

- 1. <u>Services Provided</u>. The Contractor undertakes, covenants, and agrees to provide the services required by the **GFD** in accordance with the requirements, terms and conditions contained in these specifications and the design plans.
- **2.** <u>Incorporation by Reference</u>. All terms and conditions contained in the plans, specifications are incorporated into this Contract by reference as if full set forth at length.
- 3. <u>Price and Payment</u>. The Contractor shall be entitled to receive (amount in words) **One hundred ninety four thousand nine hundred ninety seven dollars, (\$194,997.00)** for performance of the services contemplated by this Contract. Payment shall be governed by the terms and conditions set forth in the Plans and specifications.
- 4. Additional Security. It is mutually agreed that should it appear to the GFD, or to the Authorized Agent in charge, at any time during the existence of this Contract, that the sureties on the Contractor's bond have become insolvent, bankrupt, or otherwise financially unable to protect the GFD under the terms of the Contract, the GFD may demand the Contractor to furnish additional security in some approved surety company satisfactory to the GFD. The acts of the GFD or the Agent with reference to demanding new or additional security shall never be construed to relieve the original sureties of their obligations under the Contract, or to relieve the Contractor. The GFD may stop performance under the Contract until additional security has been furnished by the Contractor, and the GFD shall in no case be liable to the Contractor on

account thereof. In the event of the refusal or failure of the Contractor to comply with the demands of the GFD with reference to furnishing additional security, the GFD may exercise its right as provided herein to stop all payments under the Contract and to arrange for completion of the Contract requirements obligating the Contractor for any and all additional expenses incurred.

5. Entire Agreement. It is understood and agreed that this contract contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between and parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this contract exist. This contract cannot be changed or terminated orally and no written modification of this contract shall be effective unless executed by both parties.

EXECUTED on this the	day of	, 2012
By:Garland Foundation For Develop	- oment	
Name:		
		the Second Part (Contractor)
Title:	_ Title:	
Date:	_ Date:	
Before me this day personally appea being by me duly sworn upon oath sa is authorized to sign as an act of the o	ys that he/she is	signature appears above, who after
Subscribed and sworn to before me	on this the day	of, 2012.
	N	
	Notary Public in a	and for the State of Texas
	Printed Name of	
	My Commission	Expires

PERFORMANCE BOND

STATE ()F T	EXAS	}	
COUNTY	' OF	DALLAS	S	}

WHEREAS. **AXIS** Contracting, Inc. as principal ("Contractor") ("Surety"), and being duly authorized to do business in the State of ,as surety (whether one or more), do hereby expressly acknowledge themselves to he held and bound to pay to the Garland Foundation for Development, Inc. (the "GFD"), a Texas local government corporation its successors and assigns, and to all persons, firms, subcontractors and corporations who may furnish materials or labor under the contract as more fully described below, the sum of One hundred ninety four thousand nine hundred ninety seven Dollars in the lawful currency of the United States of America (\$ 194,997.00) for the payment of which Contractor and Surety are liable to the GFD, jointly and severally; and

WHEREAS, Contractor has this day entered into a written contract with the GFD to build and construct:

NORTHEAST CORRIDOR LIGHT RAIL TRANSIT CROSSING, 6TH STREET EXTENSION

which contract and the plans and specifications therein mentioned (collectively referred to hereinafter as the "Contract") are hereby expressly incorporated into and made a part hereof as though set forth at length; and

WHEREAS, this bond is given pursuant to Chapter 2253 of the Texas Government Code;

NOW, THEREFORE, if Contractor shall well, truly and faithfully perform all of the undertakings, duties, terms, conditions and agreements of the Contract; shall satisfy all claims and demands incurred under the Contract; shall fully indemnify and hold the City harmless; shall reimburse and repay the GFD for any outlay or expense which the GFD may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors and corporations who may furnish materials or labor under the Contract, then this obligation shall be void; otherwise to remain in full force and effect. The obligations of Contractor and Surety under this bond apply both to the original Contract and to any extension or modification of the Contract and Surety agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of Surety under this bond, and Surety waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of Contractor and Surety under this bond are performable and payable in Dallas

Dallas County, Texas. By their signatures below, the persons signing this bond warrant and represent that they are, respectively, duly authorized to sign on behalf of Contractor and Surety. **EXECUTED** this the _____ day of ______, 2012. CONTRACTOR: By:_____ Title:____ Title: **ACKNOWLEDGMENTS** [Contractor] **STATE OF TEXAS** } COUNTY OF DALLAS } Before me _____ ____ (insert the name of the officer) on this day personally appeared _____ known to me (or proved to me on the oath of or through __) (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office this _____ day of _____, 2012. Notary Public in and for the State of Texas Typed or Printed Name of Notary My Commission Expires: [Surety] STATE OF TEXAS COUNTY OF DALLAS } This instrument was acknowledged before me on the ____day of _____, 2012 by _____ who is the _____ of the Surety, on behalf of Surety. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of ____, 2012. Notary Public in and for the State of Texas Typed or Printed Name of Notary My Commission Expires:_____

County, Texas such that exclusive venue for any legal action pertaining to this bond shall lie in

PAYMENT BOND

STATE OF TEXAS COUNTY OF DALLA	-					
WHEREAS,	AXIS	Contracting, a corporation		s principal nder the laws o	("Contractor") f	and and
being duly authorized more), do hereby exp Foundation for Dev successors and assignments furnish materials or hundred ninety four United States of Ameliable to the GFD, join	ressly act relopmer gns, and labor und thousant erica (\$	usiness in the Sknowledge them on, Inc. (the "Contract der the contract ond nine hundre 194,997.00) for	state of Texas nselves to he l GFD"), a Tex firms, subco as more full d ninety seve	, as surety ("S neld and bound as local gover ntractors and y described be n Dollars in the	surety")(whether on the gain to pay to the gain ment corporation corporations who elow, the sum of the lawful currency of the sum of the sum of the sum of the lawful currency of the sum of the su	rland n, its may One of the
WHEREAS, Contractor has this day entered into a written contract with the GFD to build and construct:				d and		
NORTHEAST CO	RRIDOR	LIGHT RAIL TI	RANSIT CRO	SSING, 6 TH ST	REET EXTENSION	NC
which contract and hereinafter as the "C though set forth at le	ontract")	are hereby exp	ations therein ressly incorpo	mentioned (orated into and	collectively referre made a part here	ed to of as
WHEREAS, this bone	d is giver	pursuant to Ch	apter 2253 of	the Texas Go	vernment Code;	
NOW, THEREFORE subcontractors and of this obligation shall Contractor and Sure of time or modification addition, expansion Contract, or the plan affect the obligations extension of time, as Surety under this be exclusive venue for a their signatures belowed the subcontract of the signatures of the subcontract of the signatures of the subcontract of the	corporation be void; ty under on of the or other and specification, expond are any legal ow, the proof the power of the proof of the pr	ons who may for otherwise to rethis bond apply a Contract and modification of ecifications who expansion or otherwise performable a action pertaining persons signing	urnish material amain in full for both to the osure agrees of the Contration and Sure and payable goto this bond withis bond within bond w	als or labor unforce and effectiginal Contracts that no charact, the work to of the Contracty waives noticen. The obligation Dallas Coularrant and re	der the Contract, ct. The obligation of and to any extended to be done under the ct shall in any make of any such chall in the contractor of C	then ons of consion time, er the canner ange, or and not that s. By
EXECUTED this the		day of			2012.	
CONTRACTOR:			SURETY:	:		
By:			By:	A CONTRACTOR OF THE CONTRACTOR		
T'11			T'Al			

ACKNOWLEDGMENTS

[Contractor]

STATE OF TEXAS } COUNTY OF DALLAS }		
Before me	(insert the name of the officer) on this da
me (or proved to me on the oar) (description of ide whose name is subscribed to the foregoing in	entity card or other document) to be strument and acknowledged to me	e the person
executed the same for the purpose and conside	·	
Given under my hand and seal of office this	day of, 201	2.
Notary Public in and for the State of Texas My Commission Expires:	Typed or Printed Name of Notary	,
STATE OF TEXAS } COUNTY OF DALLAS }	rety]	
This instrument was acknowledged before me on, 2012 by	the day of	who is
the	of the Surety, on behalf of Surety.	~~~
GIVEN UNDER MY HAND AND SEAL , 2012.	OF OFFICE this the	day o
Notary Public in and for the State of Texas My Commission Expires:	Typed or Printed Name of Notary	

Revised 1/10/00 Revised 3/16/06(year only) revised 8/25/06(notary wording only)

MAINTENANCE BOND

STATE OF TEXAS	
COUNTY OF DALLAS	
WHEREAS, AXIS Contracting, Inc. as princip	oal ("Contractor") and
, a corporation organized under the laws or	f and being duly
authorized to do business in the State of Texa	as, as surety ("Surety")(whether one or more), do
hereby expressly acknowledge themselves	to he held and bound to pay to the Garland
	FD"), a Texas local government corporation, its
successors and assigns the sum of One hund	dred ninety four thousand nine hundred ninety
	United States of America (\$194,997.00) for the
payment of which Contractor and Surety are li	able to the GFD, jointly and severally; and

WHEREAS, Contractor has this day entered into a written contract GFD, to build and construct

NORTHEAST CORRIDOR LIGHT RAIL TRANSIT CROSSING, 6TH STREET EXTENSION

which contract and the plans and specifications therein mentioned (collectively referred to hereinafter as the "Contract") are hereby expressly incorporated into and made a part hereof as though set forth at length; and

WHEREAS, under the Contract it is provided that the Contractor will maintain and keep in good repair all work to be performed and done under the Contract for a period of one (1) year for all improvements with in DART right-of-way from the date of acceptance of the completed work by the Garland Foundation for Development, and to do and perform all necessary work and repair any defective condition, it being understood that the purpose of this t bond is to insure all warranties, express or implied, made or given by the Contractor to the Garland Foundation for Development and to cover all defective, inadequate or non-conforming conditions arising by reason of any materials or labor installed, provided, constructed or performed by the Contractor and in case the Contractor shall fail to correct any such conditions it is agreed that the Garland Foundation for Development may make such corrections and charge the cost of making those corrections against the Contractor and the Surety on this obligation, and the Contractor and Surety shall be subject to the liquidated damages provided in the contract, the plans and the specifications for each day's failure on its part to comply with the terms and provisions of the Contract;

NOW, THEREFORE, if the Contractor shall keep and perform its obligation to maintain the work and keep the work in repair for the full maintenance period of one (1) year for all improvements with in DART right-of-way as herein provided, then these presents shall be null and void and have no further effect, but if default shall be made by Contractor in the performance of its obligations, then these presents shall have full force and effect, and the Garland Foundation for Development shall have and recover from the Contractor and its Surety damages in the premises as provided and it is further understood and agreed that this obligation shall be a continuing one against the Contractor and the Surety and that successive recoveries may be had hereon for successive breaches until the full amount of this bond shall have been exhausted; and it is further understood that the obligation under this bond to maintain the work shall continue throughout the maintenance period and shall not be changed, diminished, or in any other manner affected during the term of this bond. The obligations of

Contractor and Surety under this bond apply both to the original Contract and to any extension or modification of the Contract and Surety agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of Surety under this bond, and Surety waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of Contractor and Surety under this bond are performable and payable in Dallas County, Texas such that exclusive venue for any legal action pertaining to this bond shall lie in Dallas County, Texas. By their signatures below, the persons signing this bond warrant and represent that they are, respectively, duly authorized to sign on behalf of Contractor and Surety.

EXECUTED this the day of	, 2012.	
CONTRACTOR:	SURETY:	
By:	By:	·····
Printed Name:	Printed Name:	
Title:	Title:	
Address of Principal:	Address of Surety:	
	WLEDGMENTS Contractor]	
Before me	(insert the name of the officer) on ed ki	
me (or proved to me on the	oath of or	through
) (description of	of identity card or other document) to be the	eperson
whose name is subscribed to the foregoin executed the same for the purpose and con	g instrument and acknowledged to me that	t he/she
Given under my hand and seal of office this	, day of, 2012.	
Notary Public in and for the State of Texas My Commission Expires:		

Revised 1/10/00 Revised 3/15/06 revised 8/25/06(notary wording only)

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

(To be executed prior to acceptance of project)

STATE OF TEXAS

COUNTY OF DALLAS

Personally, be	fore me the undersigned au who, being duly	thority, on this da	y appeared ays that he is a legal
representative of	, who, boing daily	owom, on oam, s	ays that he is a legal
	AXIS Contrac	ting, Inc.	
and that the contr	act for the construction of th	e project, designa	ated as
NORTHEAST COF	RRIDOR LIGHT RAIL TRANSI	IT CROSSING, 6 TH	STREET EXTENSION
has been satisfac	torily completed and that all	bills for materials,	, apparatus, fixture,
machinery and lat	oor used in connection with t	the construction o	f this project have, to the
best of my knowle	edge and belief, been fully pa	aid.	
-	Signature		
-	Title		
Sworn to and subs 2012.	scribed before me this	day of	,
_	Notary Public in ar	nd for	
-		County, Tex	as

Instructions:

If the Contractor is an individual, he shall sign the affidavit. If the Contractor is a partnership, any partner may sign the affidavit. If the Contractor is a corporation, a person authorized by the by-laws or by the Board of Directors shall sign the affidavit. If the Contractor is a joint venture of individuals, any of the individuals may sign the affidavit. If the Contractor is a joint venture of partnerships, or of individuals and partnerships, the individual or any partner of any partnership may sign the affidavit. If the contractor is a joint venture in which a corporation is a party, separate affidavits must be executed in the name of the joint-venture; one by each corporation and one by each individual or partnership. Signatures for corporations should be by a duly authorized officer. If signature is by another, a showing of authority to sign must accompany the affidavit.





NORTHEAST CORRIDOR LIGHT RAIL TRANSIT CROSSING 6th STREET EXTENSION CONTRACT

THIS CONTRACT is made and entered into by and between the GARLAND FOUNDATION FOR DEVELOPMENT, INC. (the "GFD"), a Texas local government corporation and Trac-Work, Inc. a Texas corporation (the "Contractor").

RECITALS:

WHEREAS, the GFD and the City of Garland entered into a project management agreement, wherein the GFD and the City of Garland agreed to terms allowing the GFD to manage the Northeast Corridor Light Rail Transit Crossing 6th Street Extension Project on behalf of the City.

WHEREAS, the **GFD** requested a proposal to provide ballast, new rail for DGNO, raise the elevation of the new DGNO rails, cross ties, concrete crossing panels, track resurfacing and incidentals to complete the trackwork between the north end of existing 6th Street and Walnut Street and

WHEREAS, Contractor submitted a proposal in response to the GFD request.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is acknowledged, the **GFD** and the Contractor hereby agree as follows:

- 1. <u>Services Provided</u>. The Contractor undertakes, covenants, and agrees to provide the services required by the **GFD** in accordance with the requirements, terms and conditions contained in these specifications and the design plans.
- 2. <u>Incorporation by Reference</u>. All terms and conditions contained in the plans, specifications are incorporated into this Contract by reference as if full set forth at length.
- 3. <u>Price and Payment</u>. The Contractor shall be entitled to receive (amount in words) Four hundred Forty Seven Thousand Three Hundred Twenty Eight Dollars and twenty one cents (\$447,328.21) for performance of the services contemplated by this Contract. Payment shall be governed by the terms and conditions set forth in the Plans and specifications.
- 4. Additional Security. It is mutually agreed that should it appear to the GFD, or to the Authorized Agent in charge, at any time during the existence of this Contract, that the sureties on the Contractor's bond have become insolvent, bankrupt, or otherwise financially unable to protect the GFD under the terms of the Contract, the GFD may demand the Contractor to furnish additional security in some approved surety company satisfactory to the GFD. The acts of the GFD or the Agent with reference to demanding new or additional security shall never be construed to relieve the original sureties of their obligations under the Contract, or to relieve the Contractor. The GFD may stop performance under the Contract until additional security has been furnished by the Contractor, and the GFD shall in no case be liable to the Contractor on

account thereof. In the event of the refusal or failure of the Contractor to comply with the demands of the GFD with reference to furnishing additional security, the GFD may exercise its right as provided herein to stop all payments under the Contract and to arrange for completion of the Contract requirements obligating the Contractor for any and all additional expenses incurred.

5. Entire Agreement. It is understood and agreed that this contract contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between and parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this contract exist. This contract cannot be changed or terminated orally and no written modification of this contract shall be effective unless executed by both parties.

EXECUTED on this the	day of	, 2012
By: Garland Foundation For Devel	 opment	
Name:		
		Second Part (Contractor)
Title:	Title:	
Date:	Date:	
Before me this day personally apper being by me duly sworn upon oath s is authorized to sign as an act of the	says that he/she is , (t	ature appears above, who after
Subscribed and sworn to before n	ne on this the day of	, 2012.
	N	
	Notary Public in and	for the State of Texas
	Printed Name of Not	tary
	My Commission Exp	oires

PERFORMANCE BOND

STATE O	F TI	EXAS	}	
COUNTY	OF	DALL	AS	}

WHEREAS, Contractor has this day entered into a written contract with the GFD to build and construct:

NORTHEAST CORRIDOR LIGHT RAIL TRANSIT CROSSING, 6TH STREET EXTENSION

which contract and the plans and specifications therein mentioned (collectively referred to hereinafter as the "Contract") are hereby expressly incorporated into and made a part hereof as though set forth at length; and

WHEREAS, this bond is given pursuant to Chapter 2253 of the Texas Government Code;

NOW, THEREFORE, if Contractor shall well, truly and faithfully perform all of the undertakings, duties, terms, conditions and agreements of the Contract; shall satisfy all claims and demands incurred under the Contract; shall fully indemnify and hold the City harmless; shall reimburse and repay the GFD for any outlay or expense which the GFD may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors and corporations who may furnish materials or labor under the Contract, then this obligation shall be void; otherwise to remain in full force and effect. The obligations of Contractor and Surety under this bond apply both to the original Contract and to any extension or modification of the Contract and Surety agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of Surety under this bond, and Surety waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of Contractor and Surety under this bond are performable and payable in Dallas

Dallas County, Texas. By their signatures bel	ny legal action pertaining to this bond shall lie in low, the persons signing this bond warrant and rized to sign on behalf of Contractor and Surety.
EXECUTED this the day of	, 2012.
CONTRACTOR:	SURETY:
By: Title:	By: Title:
ACKNOWLI [Contr	EDGMENTS ractor]
STATE OF TEXAS } COUNTY OF DALLAS }	
Before me	(insert the name of the officer) on this day
me (or proved to me on the oat ———————————————————————————————————	known to the of the person strument and acknowledged to me that he/she ration therein expressed.
Given under my hand and seal of office this	day of, 2012.
Notary Public in and for the State of Texas My Commission Expires:	Typed or Printed Name of Notary
STATE OF TEXAS } COUNTY OF DALLAS }	ety]
This instrument was acknowledged before me o	n theday of, 2012 by
behalf of Surety.	of the Surety, on
GIVEN UNDER MY HAND AND SEAL OF OFFI	CE this the day of, 2012.
Notary Public in and for the State of Texas My Commission Expires:	Typed or Printed Name of Notary

PAYMENT BOND

STATE OF TEXAS } COUNTY OF DALLAS }	
WHEREAS, Trac-Work, Inc. as principal ("Corcorporation organized under the laws of in the State of Texas, as surety ("Surety")(acknowledge themselves to he held and both Development, Inc. (the "GFD"), a Texas local assigns, and to all persons, firms, subcontractors labor under the contract as more fully described Thousand Three Hundred Twenty Eight Dollar of the United States of America (\$447,328.21) for liable to the GFD, jointly and severally; and	and being duly authorized to do business whether one or more), do hereby expressly und to pay to the Garland Foundation for all government corporation, its successors and as and corporations who may furnish materials or below, the sum of Four hundred Forty Seven rs and twenty one cents in the lawful currency
WHEREAS , Contractor has this day entered in construct:	to a written contract with the GFD to build and
NORTHEAST CORRIDOR LIGHT RAIL TRAI	NSIT CROSSING, 6 TH STREET EXTENSION
which contract and the plans and specification hereinafter as the "Contract") are hereby express though set forth at length; and	
WHEREAS, this bond is given pursuant to Chap	ter 2253 of the Texas Government Code;
NOW, THEREFORE, if Contractor shall prosubcontractors and corporations who may furnithis obligation shall be void; otherwise to remark Contractor and Surety under this bond apply be of time or modification of the Contract and Suraddition, expansion or other modification of the Contract, or the plans and specifications which affect the obligations of Surety under this bond, extension of time, addition, expansion or other results under this bond are performable and exclusive venue for any legal action pertaining to their signatures below, the persons signing the respectively, duly authorized to sign on behalf of	sh materials or labor under the Contract, then ain in full force and effect. The obligations of the to the original Contract and to any extension rety agrees that no change, extension of time, the Contract, the work to be done under the are a part of the Contract shall in any manner and Surety waives notice of any such change, modification. The obligations of Contractor and payable in Dallas County, Texas such that to this bond shall lie in Dallas County, Texas. By is bond warrant and represent that they are,
EXECUTED this the day of	, 2012.
CONTRACTOR:	SURETY:
Ву:	Ву:
Title:	Title:

ACKNOWLEDGMENTS

[Contractor]

STATE OF TEXAS }	
COUNTY OF DALLAS]

Before me	(insert the name of the officer) on this day
personally appeared	known to
me (or proved to me on the oat	th of or through
) (description of ide	entity card or other document) to be the persor
whose name is subscribed to the foregoing in executed the same for the purpose and conside	strument and acknowledged to me that he/she ration therein expressed.
Given under my hand and seal of office this	day of, 2012.
Notary Public in and for the State of Texas My Commission Expires:	Typed or Printed Name of Notary
STATE OF TEXAS }	ety]
COUNTY OF DALLAS }	
This instrument was acknowledged before me on, 2012 by	who is
the	of the Surety, on behalf of Surety.
GIVEN UNDER MY HAND AND SEAL, 2012.	OF OFFICE this the day of
Notary Public in and for the State of Texas My Commission Expires:	Typed or Printed Name of Notary

Revised 1/10/00 Revised 3/16/06(year only) revised 8/25/06(notary wording only)

MAINTENANCE BOND

STATE OF TEXAS	
COUNTY OF DALLAS	

WHEREAS, Trac-Work, Inc. as principal ("Contractor") and _________, a corporation organized under the laws of ________ and being duly authorized to do business in the State of Texas, as surety ("Surety")(whether one or more), do hereby expressly acknowledge themselves to he held and bound to pay to the Garland Foundation for Development, Inc. (the "GFD"), a Texas local government corporation, its successors and assigns the sum of Four hundred Forty Seven Thousand Three Hundred Twenty Eight Dollars and twenty one cents in the lawful currency of the United States of America (\$447,328.21) for the payment of which Contractor and Surety are liable to the GFD, jointly and severally; and

WHEREAS, Contractor has this day entered into a written contract GFD, to build and construct

NORTHEAST CORRIDOR LIGHT RAIL TRANSIT CROSSING, 6TH STREET EXTENSION

which contract and the plans and specifications therein mentioned (collectively referred to hereinafter as the "Contract") are hereby expressly incorporated into and made a part hereof as though set forth at length; and

WHEREAS, under the Contract it is provided that the Contractor will maintain and keep in good repair all work to be performed and done under the Contract for a period of one (1) year for all improvements with in DART right-of-way from the date of acceptance of the completed work by the Garland Foundation for Development, and to do and perform all necessary work and repair any defective condition, it being understood that the purpose of this t bond is to insure all warranties, express or implied, made or given by the Contractor to the Garland Foundation for Development and to cover all defective, inadequate or non-conforming conditions arising by reason of any materials or labor installed, provided, constructed or performed by the Contractor and in case the Contractor shall fail to correct any such conditions it is agreed that the Garland Foundation for Development may make such corrections and charge the cost of making those corrections against the Contractor and the Surety on this obligation, and the Contractor and Surety shall be subject to the liquidated damages provided in the contract, the plans and the specifications for each day's failure on its part to comply with the terms and provisions of the Contract;

NOW, THEREFORE, if the Contractor shall keep and perform its obligation to maintain the work and keep the work in repair for the full maintenance period of one (1) year for all improvements with in DART right-of-way as herein provided, then these presents shall be null and void and have no further effect, but if default shall be made by Contractor in the performance of its obligations, then these presents shall have full force and effect, and the Garland Foundation for Development shall have and recover from the Contractor and its Surety damages in the premises as provided and it is further understood and agreed that this obligation shall be a continuing one against the Contractor and the Surety and that successive recoveries may be had hereon for successive breaches until the full amount of this bond shall have been exhausted; and it is further understood that the obligation under this bond to maintain the work shall continue throughout the maintenance period and shall not be changed,

diminished, or in any other manner affected during the term of this bond. The obligations of Contractor and Surety under this bond apply both to the original Contract and to any extension or modification of the Contract and Surety agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of Surety under this bond, and Surety waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of Contractor and Surety under this bond are performable and payable in Dallas County, Texas such that exclusive venue for any legal action pertaining to this bond shall lie in Dallas County, Texas. By their signatures below, the persons signing this bond warrant and represent that they are, respectively, duly authorized to sign on behalf of Contractor and Surety.

EXECUTED this the day	of, 2012.
CONTRACTOR: By:	SURETY: By:
rinted Name.	Printed Name:
Title:	Title:
Address of Principal:	Address of Surety:
STATE OF TEXAS COUNTY OF DALLAS	ACKNOWLEDGMENTS [Contractor]
	(inpart the name of the office) and it
personal	(insert the name of the officer) on this day
whose name is subscribed to the	y appearedknown to n the oath of or through or the person for going instrument and acknowledged to me that he/she and consideration therein expressed.
Given under my hand and seal of	office this day of, 2012.
Notary Public in and for the State of My Commission Expires:	Typed or Printed Name of Notary
Revised 1/10/00 Revised 3/15/06 revised 9/25/06/notes.	received and the second

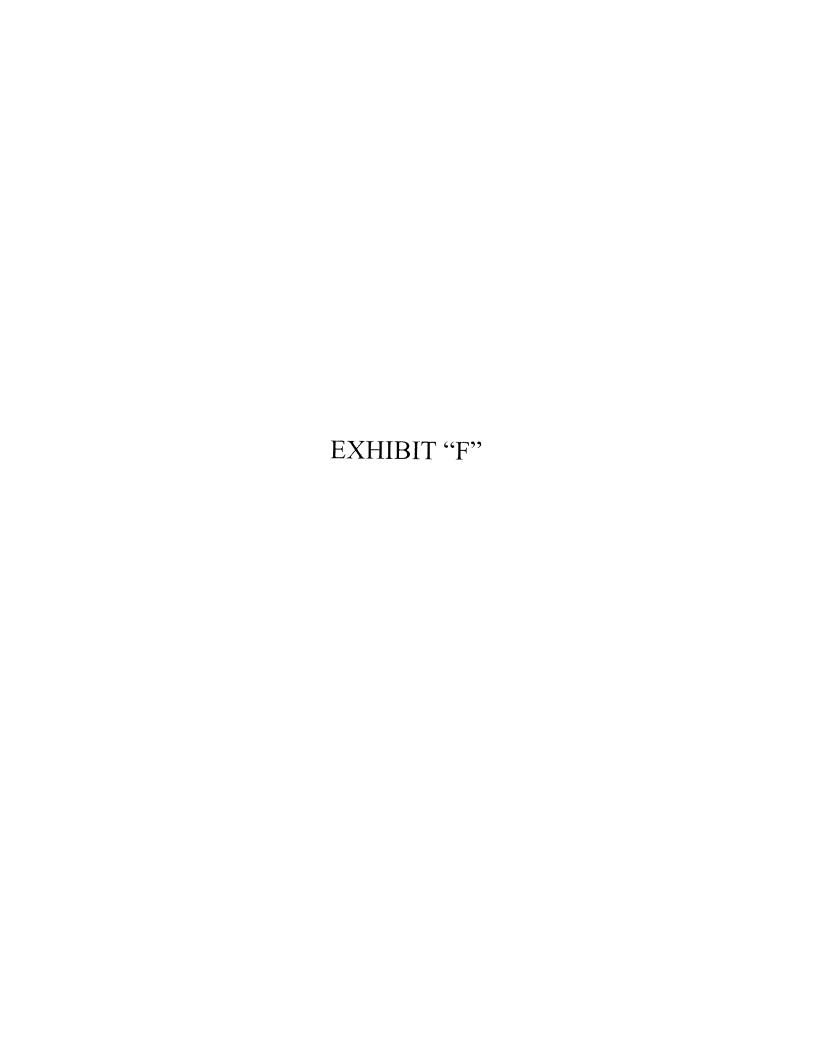
CONTRACTOR'S AFFIDAVIT OF BILLS PAID

(To be executed prior to acceptance of project)

STATE OF TEXAS

COUNTY OF DALLAS

Personally, be	efore me the undersigned : , who, being du	authority, on this day appe lly sworn, on oath, says th	eared
representative of	, , , , , , , , , , , , , , , , , , ,	my orrown, orrodan, bayo ar	at the 15 a legal
	Track-	Work, Inc.	
and that the cont	ract for the construction of	the project, designated as	3
NORTHEAST CO	RRIDOR LIGHT RAIL TRAN	NSIT CROSSING, 6^{TH} STRE	ET EXTENSION
has been satisfac	ctorily completed and that a	all bills for materials, appa	ratus, fixture,
machinery and la	bor used in connection wit	h the construction of this p	project have, to the
best of my knowle	edge and belief, been fully	paid.	
Signature			
Title			
Sworn to and sub 2012.	scribed before me this	day of	,
Notary Public	in and for		
-		County, Texas	





NORTHEAST CORRIDOR LIGHT RAIL TRANSIT CROSSING 6th STREET EXTENSION CONTRACT

THIS CONTRACT is made and entered into by and between the GARLAND FOUNDATION FOR DEVELOPMENT, INC. (the "GFD"), a Texas local government corporation and Campbell Technology Corporation. a Texas corporation (the "Contractor").

RECITALS:

WHEREAS, the **GFD** and the City of Garland entered into a project management agreement, wherein the **GFD** and the City of Garland agreed to terms allowing the GFD to manage the Northeast Corridor Light Rail Transit Crossing 6th Street Extension Project on behalf of the City.

WHEREAS, the **GFD** requested a proposal to construct the railroad crossing warning system for DART and DGNO including the crossing signals, foundations, conduit, cables, controller cabinets, cabinet hardware, programming, and all incidentals between the north end of existing 6th Street and Walnut Street and

WHEREAS, Contractor submitted a proposal in response to the GFD request,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is acknowledged, the **GFD** and the Contractor hereby agree as follows:

- 1. <u>Services Provided</u>. The Contractor undertakes, covenants, and agrees to provide the services required by the **GFD** in accordance with the requirements, terms and conditions contained in these specifications and the design plans.
- 2. <u>Incorporation by Reference</u>. All terms and conditions contained in the plans, specifications are incorporated into this Contract by reference as if full set forth at length.
- 3. <u>Price and Payment</u>. The Contractor shall be entitled to receive (amount in words) **Eight Hundred Seventy Six Thousand Six Hundred Seventy Seven Dollars (\$876,677.00)** for performance of the services contemplated by this Contract. Payment shall be governed by the terms and conditions set forth in the Plans and specifications.
- 4. Additional Security. It is mutually agreed that should it appear to the GFD, or to the Authorized Agent in charge, at any time during the existence of this Contract, that the sureties on the Contractor's bond have become insolvent, bankrupt, or otherwise financially unable to protect the GFD under the terms of the Contract, the GFD may demand the Contractor to furnish additional security in some approved surety company satisfactory to the GFD. The acts of the GFD or the Agent with reference to demanding new or additional security shall never be construed to relieve the original sureties of their obligations under the Contract, or to relieve the Contractor. The GFD may stop performance under the Contract until additional security has been furnished by the Contractor, and the GFD shall in no case be liable to the Contractor on account thereof. In the event of the refusal or failure of the Contractor to comply with the demands of the GFD with reference to furnishing additional security, the GFD may exercise its

right as provided herein to stop all payments under the Contract and to arrange for completion of the Contract requirements obligating the Contractor for any and all additional expenses incurred.

5. Entire Agreement. It is understood and agreed that this contract contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between and parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this contract exist. This contract cannot be changed or terminated orally and no written modification of this contract shall be effective unless executed by both parties.

EXECUTED on this the _______ day of _______, 2012

By: ______ Garland Foundation for Development

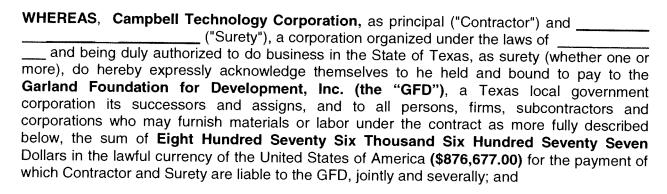
Name: _______ Party of the Second Part (Contractor)

Title: ______ Title:

My Commission Expires

PERFORMANCE BOND

STATE OF TEXAS }	
COUNTY OF DALLAS	}



WHEREAS, Contractor has this day entered into a written contract with the GFD to build and construct:

NORTHEAST CORRIDOR LIGHT RAIL TRANSIT CROSSING, 6TH STREET EXTENSION

which contract and the plans and specifications therein mentioned (collectively referred to hereinafter as the "Contract") are hereby expressly incorporated into and made a part hereof as though set forth at length; and

WHEREAS, this bond is given pursuant to Chapter 2253 of the Texas Government Code;

NOW, THEREFORE, if Contractor shall well, truly and faithfully perform all of the undertakings, duties, terms, conditions and agreements of the Contract; shall satisfy all claims and demands incurred under the Contract; shall fully indemnify and hold the City harmless; shall reimburse and repay the GFD for any outlay or expense which the GFD may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors and corporations who may furnish materials or labor under the Contract, then this obligation shall be void; otherwise to remain in full force and effect. The obligations of Contractor and Surety under this bond apply both to the original Contract and to any extension or modification of the Contract and Surety agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of Surety under this bond, and Surety waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of Contractor and Surety under this bond are performable and payable in Dallas

County, Texas such that exclusive venue for ar Dallas County, Texas. By their signatures bel represent that they are, respectively, duly author	OW, the persons signing this bond warrant and
EXECUTED this the day of	
CONTRACTOR:	SURETY:
By: Title:	By: Title:
ACKNOWLE [Contr	
STATE OF TEXAS } COUNTY OF DALLAS }	
Before me personally appeared _ me (or proved to me on the oat) (description of ide whose name is subscribed to the foregoing ins executed the same for the purpose and consider Given under my hand and seal of office this	h of known to h of or through entity card or other document) to be the person strument and acknowledged to me that he/she ration therein expressed.
Notary Public in and for the State of Texas My Commission Expires:	Typed or Printed Name of Notary
STATE OF TEXAS } COUNTY OF DALLAS }	ety]
This instrument was acknowledged before me or who is the _behalf of Surety.	n theday of , 2012 by of the Surety, on
GIVEN UNDER MY HAND AND SEAL OF OFFIC	CE this the day of, 2012.
Notary Public in and for the State of Texas My Commission Expires:	Typed or Printed Name of Notary

PAYMENT BOND

STATE OF TEXAS } COUNTY OF DALLAS }	
WHEREAS, Campbell Technology C	orporation as principal ("Contractor") and
Foundation for Development, Inc. (the "GI successors and assigns, and to all persons, furnish materials or labor under the contract a Hundred Seventy Six Thousand Six Hundred	organized under the laws of and ate of Texas, as surety ("Surety")(whether one or selves to he held and bound to pay to the Garland FD") , a Texas local government corporation, its firms, subcontractors and corporations who may as more fully described below, the sum of Eight d Seventy Seven Dollars in the lawful currency of the payment of which Contractor and Surety are
WHEREAS , Contractor has this day entered i construct:	nto a written contract with the GFD to build and
NORTHEAST CORRIDOR LIGHT RAIL TRA	ANSIT CROSSING, 6 TH STREET EXTENSION
which contract and the plans and specificati hereinafter as the "Contract") are hereby expre though set forth at length; and	ions therein mentioned (collectively referred to ssly incorporated into and made a part hereof as
WHEREAS, this bond is given pursuant to Cha	pter 2253 of the Texas Government Code;
this obligation shall be void; otherwise to rem Contractor and Surety under this bond apply be of time or modification of the Contract and Suaddition, expansion or other modification of Contract, or the plans and specifications which affect the obligations of Surety under this bond extension of time, addition, expansion or other Surety under this bond are performable and exclusive venue for any legal action pertaining the	omptly make payment to all persons, firms, nish materials or labor under the Contract, then rain in full force and effect. The obligations of both to the original Contract and to any extension arety agrees that no change, extension of time, the Contract, the work to be done under the nare a part of the Contract shall in any manner I, and Surety waives notice of any such change, modification. The obligations of Contractor and dipayable in Dallas County, Texas such that so this bond shall lie in Dallas County, Texas. By his bond warrant and represent that they are, if Contractor and Surety.
EXECUTED this the day of	, 2012.
CONTRACTOR:	SURETY:
Ву:	By:
Title:	Title:

ACKNOWLEDGMENTS

[Contractor]

COUNTY OF DALLAS }		
Before me	_ (insert the name of the officer) on this day	
me (or proved to me on the oath	known to	
(description of iden	or through	
whose name is subscribed to the foregoing inst executed the same for the purpose and considerate	rument and acknowledged to me that he/she	
Given under my hand and seal of office this	day of, 2012.	
Notary Public in and for the State of Texas My Commission Expires:	Typed or Printed Name of Notary	
STATE OF TEXAS } COUNTY OF DALLAS }		
This instrument was acknowledged before me on the	ne day of	
theo	f the Surety, on behalf of Surety.	
GIVEN UNDER MY HAND AND SEAL C	OF OFFICE this the day of	
Notary Public in and for the State of Texas T My Commission Expires:	yped or Printed Name of Notary	

Revised 1/10/00 Revised 3/16/06(year only) revised 8/25/06(notary wording only)

MAINTENANCE BOND

STATE OF TEXAS	
COUNTY OF DALLAS	

WHEREAS,	Campbell Technology Corporation	n as principal ("Contractor") and
under the lav		, a corporation organized and being duly authorized to
expressly ack	(nowledge themselves to he held ar	"Surety")(whether one or more), do hereby nd bound to pay to the Garland Foundation al government corporation, its successors and
Dollars in the	sum of Eight Hundred Seventy S i	x Thousand Six Hundred Seventy Seven of America (\$876,677,00) for the navment of

WHEREAS, Contractor has this day entered into a written contract with the GFD, to build and construct

NORTHEAST CORRIDOR LIGHT RAIL TRANSIT CROSSING, 6TH STREET EXTENSION

which contract and the plans and specifications therein mentioned (collectively referred to hereinafter as the "Contract") are hereby expressly incorporated into and made a part hereof as though set forth at length; and

WHEREAS, under the Contract it is provided that the Contractor will maintain and keep in good repair all work to be performed and done under the Contract for a period of one (1) year from the date of acceptance of the completed work by the Garland Foundation for Development, and to do and perform all necessary work and repair any defective condition, it being understood that the purpose of this maintenance bond is to insure all warranties, express or implied, made or given by the Contractor to the Garland Foundation for Development and to cover all defective, inadequate or non-conforming conditions arising by reason of any materials or labor installed, provided, constructed or performed by the Contractor and in case the Contractor shall fail to correct any such conditions it is agreed that the Garland Foundation for Development may make such corrections and charge the cost of making those corrections against the Contractor and the Surety on this obligation, and the Contractor and Surety shall be subject to the liquidated damages provided in the contract, the plans and the specifications for each day's failure on its part to comply with the terms and provisions of the Contract;

NOW, THEREFORE, if the Contractor shall keep and perform its obligation to maintain the work and keep the work in repair for the full maintenance period of one (1) year all improvements within DART right-of-way as herein provided, then these presents shall be null and void and have no further effect, but if default shall be made by Contractor in the performance of its obligations, then these presents shall have full force and effect, and the Garland Foundation for Development shall have and recover from the Contractor and its Surety damages in the premises as provided and it is further understood and agreed that this obligation shall be a continuing one against the Contractor and the Surety and that successive recoveries may be had hereon for successive breaches until the full amount of this bond shall have been exhausted; and it is further understood that the obligation under this bond to maintain the work shall continue throughout the maintenance period and shall not be changed,

diminished, or in any other manner affected during the term of this bond. The obligations of Contractor and Surety under this bond apply both to the original Contract and to any extension or modification of the Contract and Surety agrees that no change, extension of time, addition, expansion or other modification of the Contract, the work to be done under the Contract, or the plans and specifications which are a part of the Contract shall in any manner affect the obligations of Surety under this bond, and Surety waives notice of any such change, extension of time, addition, expansion or other modification. The obligations of Contractor and Surety under this bond are performable and payable in Dallas County, Texas such that exclusive venue for any legal action pertaining to this bond shall lie in Dallas County, Texas. By their signatures below, the persons signing this bond warrant and represent that they are, respectively, duly authorized to sign on behalf of Contractor and Surety.

EXECUTED this the	day of	, 2012.	
CONTRACTOR: By:		SURETY: Bv:	
i ilited Name		Printed Name:	
Title:		Title:	
Address of P	rincipal:	Addres	s of Surety:
STATE OF TEXAS		WLEDGMENTS Contractor]	
COUNTY OF DALLAS			
Before me		lineart the name	of the officer) on this day
	personally appear	ed	on this day
) (description o ed to the foregoine	f identity card or other do instrument and acknow	the officer) on this day known to known to or through cument) to be the person ledged to me that he/she ed.
Given under my hand and	seal of office this	day of	, 2012.
Notary Public in and for the My Commission Expires:	e State of Texas	Typed or Printed Na	me of Notary
Revised 1/10/00 Revised 3/15/06 revised 8	/25/06(notary wording only)		

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

(To be executed prior to acceptance of project)

STATE OF TEXAS

COUNTY OF DALLAS

Personally, before me the undersigned authority, on the method in the me	nis day appeared ath, says that he is a legal
CAMPBELL TECHNOLOGY CORPO	ORATION
and that the contract for the construction of the project, de	esignated as
NORTHEAST CORRIDOR LIGHT RAIL TRANSIT CROSSIN	G, 6 [™] STREET EXTENSION
has been satisfactorily completed and that all bills for mate	erials, apparatus, fixture,
machinery and labor used in connection with the construc	
best of my knowledge and belief, been fully paid.	
	Signature
Title	
Sworn to and subscribed before me this day of 2012.	,
Notary Public in and for	
County	, Texas

Instructions:

If the Contractor is an individual, he shall sign the affidavit. If the Contractor is a partnership, any partner may sign the affidavit. If the Contractor is a corporation, a person authorized by the by-laws or by the Board of Directors shall sign the affidavit. If the Contractor is a joint venture of individuals, any of the individuals may sign the affidavit. If the Contractor is a joint venture of partnerships, or of individuals and partnerships, the individual or any partner of any partnership may sign the affidavit. If the contractor is a joint venture in which a corporation is a party, separate affidavits must be executed in the name of the joint-venture; one by each corporation and one by each individual or partnership. Signatures for corporations should be by a duly authorized officer. If signature is by another, a showing of authority to sign must accompany the affidavit.