CITY OF HUTCHINS
CITY COUNCIL MEETING
AGENDA
Monday, November 03, 2025 at 5:30 PM
City Hall, 400 N JJ Lemmon Road, Hutchins

Pursuant to Section 551 of the Texas Government Code, notice is hereby given of a Meeting of the Hutchins City Council to be held on Monday, November 3, 2025, with Work Session beginning at 5:30 p.m. followed by Regular Session. The meeting location is at Hutchins City Hall Council Chambers, 400 N. JJ Lemmon Rd., Hutchins, Texas, at which time the following items will be discussed and considered.

City Council Members
Mayor Mario Vasquez
Mayor Pro Tem Steve Nichols
Councilmember Brenda Campbell
Councilmember Raymond Elmore
Councilmember Demarcus Odom
Councilmember America Rodriguez

A. WORK SESSION

1. Brandera, Inc. Workshop Presentation Presented by: Beth Owens

B. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

C. INVOCATION AND PLEDGE OF ALLEGIANCE

D. CITIZEN COMMENTS - *This agenda item provides an opportunity for citizens to address the City Council on any matter that is not posted on the agenda. Anyone wishing to address the City Council should complete a Citizen Comments Form and submit it to the City Secretary prior to the start of the City Council meeting. There is a three (3) minute time limit for each citizen to speak. However, in accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decision at this time.*

E. CONSENT AGENDA - *All items presented in the Consent Agenda require no deliberation by the Council. Each Council member has the opportunity of removing an item from this agenda so that it may be considered separately.*

2. Consider approval of city council meeting minutes for October 2025. Presented by Cynthia Olguin, City Secretary

F. PRESENTATIONS

3. Annual Financial Audit Report. Presented by: Maria Joyner, Director of Finance

G. PUBLIC HEARINGS

4. A. Conduct a Public Hearing regarding a request for a 4B project at 801 West Palestine Street, Suite 104.

   B. Open Public Hearing and Receive Comment.

   C. Discuss and consider Resolution R2025-11-1292 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING A 4B PROJECT FOR THE PURPOSE OF INFRASTRUCTURE IMPROVEMENTS FOR PROPERTY LOCATED AT 801 WEST PALESTINE STREET, SUITE 104, HUTCHINS, TEXAS; AUTHORIZING THE HEDC EXECUTIVE DIRECTOR TO EXECUTE THE FINAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: Guy Brown HEDC Executive Director.

5. A. Conduct a Public Hearing for a request for a Re-Plat by Hot Dog Trucking LLC, who is the owner of a 10.10-acre tract of land situated in the William L. Wilson Survey, Abstract Number 1553. City of Hutchins, Dallas County, Texas, and being all of Lot 1, Block A, of Talco Addition, an Addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in in Instruments No. 202200057113. Presented by: Blake Moore

   B. Open Public Hearing and Receive Comment.

   C. Discuss and consider a request for a Re-Plat by Hot Dog Trucking LLC, who is the owner of a 10.10-acre tract of land situated in the William L. Wilson Survey, Abstract Number 1553. City of Hutchins, Dallas County, Texas, and being all of Lot 1, Block A, of Talco Addition, an Addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in in Instruments No. 202200057113. Presented by: Blake Moore

H. REGULAR AGENDA - *As authorized by Section 551.071 of the Texas Government Code, the City Council reserves the right to convene in Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.*

6. Discuss and consider a Resolution for the Purchase of a Remount Ambulance to replace 2018 Ambulance. Presented by: Capt Matthew Lehmann, EMS Captain
   Resolution R2025-11-1293

7. Discuss and consider a Resolution designating an official newspaper for the City of Hutchins, Texas, the fiscal year 2025-2026. Presented by Cynthia Olguin
   Resolution R2025-11-1294

8. Discuss and consider a Resolution of the CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE CHANGE ORDER AGREEMENT WITH ESTRADA CONCREETE COMPANY LLC. TO COMPLETE LOWER RAWLINS (ARPA) WASTEWATER CONSTRUCTION PROJECT. Presented by: Mamun Yusuf, Director of Public Works
   Resolution R2025-11-1295

9. Discuss and consider an Application Filing and Authorized Representative Resolution REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE FILLING OF AN APPLICATION FOR ASSISTANCE; AND MAKING CERTAIN FINDINGS IN CONNECTION THERWITH FOR HUTCINS WASTEWATER COLLECTION SYSTEM IMPROVEMENTS PROJECT. Presented by: Mamun Yusuf, Director of Public Works

10. Discuss and consider a Resolution of the CITY OF HUTCHINS, TEXAS, ACCEPTING THE BID PROPOSAL RECEIVED IN ASSOCIATION WITH THE WIDENING OF JJ LEMMON ROAD PROJECT; AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ESTRADA CONCRETE COMPANY, LLC, IN AN AMOUNT NOT TO EXCEED $467,912.00. Presented by: Mamun Yusuf, Director of Public Works
Resolution R2025-11-1296

11. Discuss and consider a Resolution of the CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE STREET BOND PROGRAM SUPPORT SERVICE AGREEMENT WITH KIMLEY HORN & ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED $53,000.00. Presented by: Mamun Yusuf, Director of Public Works
Resolution R2025-11-1297

12. Discuss and consider a Resolution authorizing the City Administrator to implement an Enterprise Resource Planning Financial System. Presented by: Maria Joyner, Director of Finance
Resolution R2025-11-1298

13. Discuss and consider a Resolution for a ballot for nomination of candidates for election to the Board of Directors of Dallas Central Appraisal District. Presented by Cynthia Olguin
Resolution R2025-11-1299

I. EXECUTIVE SESSION

14. The Hutchins City Council will hold a closed Executive Session pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in §551.087. Deliberation regarding economic development negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision to a business prospect: 1) Project Visitation. Presented by: Guy Brown HEDC Executive Director

15. Pursuant to Section 551.072 of the Texas Government Code, the City Council will convene into executive session to deliberate the purchase, exchange, lease or value of real property located within the City of Hutchins, Texas.

J. RECONVENE INTO REGULAR SESSION

16. Take action, if any, as a result of Executive Session:

    a. Deliberation regarding Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in §551.087. Deliberation regarding economic development negotiations. Project Visitation
    Presented by: Guy Brown HEDC Executive Director

17. Action, if any, as a result of Executive Session:

    Pursuant to Section 551.072 of the Texas Government Code, the City Council will convene into executive session to deliberate the purchase, exchange, lease or value of real property located within the City of Hutchins, Texas.

K. ITEMS OF COMMUNITY INTEREST

18. Parks and Recreation Board Meeting, Tuesday, November 4, 2025, 6:30 p.m., Hutchins City Hall - Council Chamber, 400 N. JJ Lemmon Rd., Hutchins.

    Parkland Health and Wellness Expo, Saturday, November 8, 2025, 7 am - 12 noon. Hutchins City Hall, 400 N. JJ Lemmon Rd., Hutchins.

    Keep Hutchins Beautiful Board Meeting, Tuesday, November 11, 2025, 6:00 p.m., Hutchins City Hall - Council Chamber, 400 N. JJ Lemmon Rd., Hutchins.

    City Council Meeting, Monday, December 15, 2025, 6:30 p.m., Hutchins City Hall - Council Chamber, 400 N JJ Lemmon Rd., Hutchins.

L. ADJOURN

CERTIFICATION

I certify that a copy of the November 3, 2025, agenda of items to be considered by the Hutchins City Council was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website www.cityofhutchins.org, in accordance with Chapter 551 of the Texas Government Code. Posted on Tuesday, October 28, 2025.

Cynthia Olguin

Cynthia Olguin
City Secretary

ACCESSIBILITY STATEMENT

The meeting location is wheelchair accessible from the front door. Request for special services must be received at least 48 hours in advance of scheduled meeting. For assistance, please call the office of the City Secretary at 972-225-6121 or email the City Secretary at colguin@cityofhutchins.org

STAFF REPORT

MEETING DATE:	November 3, 2025
MEETING TYPE:	City Council Meeting
SUBMITTED BY:	Karen Steward
AGENDA CAPTION:	Brandera, Inc. Workshop Presentation Presented by: Beth Owens

Background Information

Brandera, Inc. was selected by the Council to create our new brand. There are several components associated with this, including advertising. This workshop is to re-align on the important projects they are working on and to clear the path to produce other deliverables

Budget Implications

N/A

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

N/A

Supporting Documentation and Attachments

N/A

STAFF REPORT

MEETING DATE:	November 3, 2025
MEETING TYPE:	City Council
SUBMITTED BY:	Cynthia Olguin
AGENDA CAPTION:	Consider approval of city council meeting minutes for October 2025. Presented by Cynthia Olguin, City Secretary

Background Information

Consider approval of the meeting minutes:

- October 6, 2025, Regular Council Meeting
- October 20, 2025, Regular Council Meeting

Budget Implications: N/A

Operational Impact: N/A

Legal Review: N/A

Staff Recommendation

Staff recommends approval of the minutes.

Supporting Documentation and Attachments

CITY OF HUTCHINS
CITY COUNCIL MEETING
MINUTES
Monday, October 06, 2025 at 6:30 PM
City Hall, 400 N. JJ Lemmon Rd.

A Regular Meeting of the Hutchins City Council was held on Monday, October 6, 2025, at 6:30 p.m. at Hutchins City Hall Council Chambers, 400 N. JJ Lemmon Rd., Street, Hutchins, Texas, at which time the following items were discussed and considered.

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Mayor Vasquez called the meeting to order at 6:30 p.m. and announced a quorum.

PRESENT

Mayor Mario Vasquez
Mayor Pro Tem Steve Nichols
Councilmember Brenda Campbell
Councilmember Raymond Elmore
Councilmember Demarcus Odom
Councilmember America Rodriguez

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor John Richardson gave the Invocation and Councilmember Rodriguez led the Pledge of Allegiance.

C. CITIZEN COMMENTS –

Virginia Burrell, 1039 Timberview, spoke asking for assistant with roof repairs for a Hutchins resident.

D. CONSENT AGENDA - *All items presented in the Consent Agenda require no deliberation by the Council. Each Council member has the opportunity of removing an item from this agenda so that it may be considered separately.*

1. Consider approval of city council meeting minutes for August and September 2025. Presented by Cynthia Olguin, City Secretary

Councilmember Nichols made the motion, seconded by Councilmember Elmore, to approve the consent agenda as presented. All in favor, the motion carried.

Voting Ayes: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

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E. PRESENTATIONS

2. Brandera Presentaton. Presented by: Beth Owens

Beth Owens, Brandera, presented council with a guide and other marketing deliverables and advertising samples as part of the rebranding and marketing strategies and council was asked to provide feedback on areas they would like to focus on. Ms. Owens explained the purpose of the marketing and strategy targeting current businesses and residents, but also focused on attracting new residents, businesses and visitors.

A Work Session will be scheduled soon to discuss marketing strategies.

3. Langdon Road Presentation. Presented by Blake Moore, Building Official

Building Official Blake Moore presented the item and introduced Bill Pletch. Bill Pletch, 340 Seacross Ct., Combine, Texas, stated he had previously presented to the council his proposal for purchasing additional acreage for the purpose of building a concrete plant.

Mr. Pletch provided an update on the project, including the status of the earth disturbance permits, the process for screening and sifting debris, and the amount of junk and debris that must be removed and sorted before clean fill can be brought in. He assured the council that they have hired companies and labs to ensure they are in compliance. The city's engineer is reviewing and approving each step of the cleanup process.

4. Speed limit change Lancaster Hutchins Rd. Presented by: Steve Perry, Police Chief

Police Chief Perry provided a brief summary and stated the ordinance with the proposed changes will be presented at the next meeting.

5. Traffic Impact Analysis Lancaster Hutchins at Wintergreen. Presented by: Steve Perry, Police Chief and Mamun Yusuf, Public Works Director

Director of Public Works Mamun Yusuf provided a brief summary of the traffic control analysis conducted by Kimley-Horn along Lancaster-Hutchins Road. The study recommends reducing the speed limit from 50 mph to 45 mph as traffic approaches the new residential development and again near the proposed four-way stop at Lancaster-Hutchins Road and Wintergreen Road.

6. Truck Routes and Signage. Presented by: Steve Perry, Police Chief

Police Chief Perry presented the item and recommended a truck route study. Council reviewed proposed signage and discussed consolidating signage. A suggestion was made for increased traffic control. Council directed Chief Perry to clean up the signage and include the fine amounts.

F. REGULAR AGENDA - *As authorized by Section 551.071 of the Texas Government Code, the City Council reserves the right to convene in Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.*

7. Resolution denying Oncor Electric Delivery Company LLC's application to change rates within the City. Presented by James Quin, City Administrator. Resolution R2025-09-1285

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Councilmember Odom made the motion, seconded by Councilmember Rodriguez, to approve Resolution R2025-09-1285. All in favor, the motion carried.

Voting Ayes: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

8. Discuss and consider a Resolution APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE GATEWAY MONUMENT AGREEMENT WITH TXDOT FOR CITY OF HUTCHINS GATEWAY SIGNS PROJECT ON W. PALESTINE STREET & DOWDY FERRY ROAD. Presented by: Mamun Yusuf, Director of Public Works
Resolution R2025-09-1286

Councilmember Nichols made the motion, seconded by Councilmember Campbell, to approve Resolution R2025-09-1286. All in favor, the motion carried.

Voting Ayes: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

9. Resolution for Janitorial Services Agreement. Presented by: Karen Steward, HR Director
Resolution Number: R2025-09-

City Secretary Olguin announced the correct Resolution number as R2025-09-1287.

Councilmember Nichols made the motion, seconded by Councilmember Campbell, to approve Resolution R2025-09-1287. All in favor, the motion carried.

Voting Ayes: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore, America Rodriguez.

10. Wilwash Discussion. Requested by Mario Vasquez, Mayor

Fernando Rosas, 2000 IH 45, Runway Truck Wash, presented at the request of neighbors asking to open the back gates of the truck wash for rerouting truck traffic.

Building Official Tim Rawlings provided council an update from the Plat hearing in which the road was not designed for truck traffic and the residents did not want the street open to truck traffic. Councilmember Elmore confirmed that the residents on that street wanted the street to remain closed to traffic.

Mr. Rawlings informed council that the property owner could submit an application for an amended site plan. The application would be presented to the Planning and Zoning Commission and then to Council.

G. EXECUTIVE SESSION

11. Pursuant to Section 551.072 of the Texas Government Code, the City Council will convene into executive session to deliberate the purchase, exchange, lease or value of real property located within the City of Hutchins, Texas.

Mayor Vasquez moved the council into Executive Session at 7:04 p.m.

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H. RECONVENE INTO REGULAR SESSION

12. Action, if any, as a result of Executive Session:

Pursuant to Section 551.072 of the Texas Government Code, the City Council will convene into executive session to deliberate the purchase, exchange, lease or value of real property located within the City of Hutchins, Texas.

The council reconvened into Regular Session at 7:16 p.m.

No action taken as a result of Executive Session.

I. ITEMS OF COMMUNITY INTEREST

13. City Secretary Olguin announced the items of community interest.

J. ADJOURN

Councilmember Nichols made the motion, seconded by Councilmember Campbell, to adjourn the meeting at 8:17 p.m. All in favor, the motion passed.

PASSED AND APPROVED BY THE HUTCHINS CITY COUNCIL AT A REGULAR MEETING HELD ON THE 3rd DAY OF NOVEMBER 2025.

APPROVED:

_____
Mario Vasquez, Mayor

ATTEST:

_____
Cynthia Olguin, City Secretary

DRAFT

CITY OF HUTCHINS
CITY COUNCIL MEETING
MINUTES
Monday, October 20, 2025 at 6:30 PM
City Hall, 321 N. Main Street

A Regular Meeting of the Hutchins City Council was held on Monday, October 20, 2025, at 6:30 p.m. at Hutchins City Hall Council Chambers, 400 N. JJ Lemmon Rd., Hutchins, Texas, at which time the following items were discussed and considered.

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Mayor Vasquez called the meeting to order at 6:30 p.m. and announced a quorum.

PRESENT	ABSENT
Mayor Mario Vasquez	Councilmember America Rodriguez
Mayor Pro Tem Steve Nichols	
Councilmember Brenda Campbell	
Councilmember Raymond Elmore	
Councilmember Demarcus Odom	

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Councilmember Campbell gave the Invocation and Councilmember Elmore led the Pledge of Allegiance.

C. WORK SESSION

1. Brandera, Inc. Workshop Presentation Presented by: Beth Owens

City Secretary Olguin announced that this item is postponed until the November 3, 2025, council meeting.

D. CITIZEN COMMENTS - None

E. PUBLIC HEARINGS

2. A. Discuss and consider rezoning by Mario Salinas of MDB and Celeste Madrigal who are the owners of A 36.75 ACRE TRACT OF LAND SITUATED IN THE THOMAS J. WAMPLER SURVEY, ABSTRACT NUMBER 1538, AND THE BENJAMIN MATHEW SURVEY, ABSTRACT NUMBER 989 DALLAS COUNTY, TEXAS AND BEING PART OF THAT 39.82 TRACT OF LAND CONVEYED TO ELENO MADRIGAL, TRUSTEE OF THE MADRIGAL TRUST UNDER INSTRUMENT NUMBER 201300323523 IN THE OFFICIAL PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: Presented by: Blake Moore

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Building Official Blake Moore presented the item and addressed questions from the City Council. Mario Salinas of MDB Architects, representing the property owner, provided a brief overview of the proposed residential development, which includes 135 buildable lots of approximately 7,000 square feet each. The homes will range in size from 1,800 to 2,200 square feet and will be constructed of all brick and mortar. The development plan also designates two areas for park space.

B. Open Public Hearing and Receive Comment.

Mayor Vasquez opened the public hearing at 6:38 p.m. No one was registered to speak, and the hearing was closed at 6:39 p.m.

C. Discuss and consider AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF HUTCHINS, TEXAS, GRANTING A CHANGE IN ZONING FROM TOWN CENTER DISTRICT (TC) TO SINGLE-FAMILY RESIDENTIAL-7 (SF-7) ON 36.75± ON ±29.980 ACRE TRACT OF LAND SITUATED IN THE IN THE THOMAS J WAMPLER SURVEY, ABSTRACT NO. 1538, AND THE BENJAMIN MATHEW SURVEY, ABSTRACT NO. 989, CITY OF HUTCHINS, COUNTY OF DALLAS, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A"; Presented by Blake Moore, Building Official
Ordinance 2025-10-1216

Councilmember Nichols made the motion, seconded by Councilmember Odom, to approve Ordinance 2025-10-1216. All in favor, the motion carried.

Voting Yea: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore,
Voting Nay:

F. REGULAR AGENDA - *As authorized by Section 551.071 of the Texas Government Code, the City Council reserves the right to convene in Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.*

3. Discuss and consider a Resolution AUTHORIZING THE EXECUTION OF A CONGREGATE MEALS AGREEMENT WITH THE VISITING NURSES ASSOCITION OF TEXAS FOR THE TIME PERIOD OF OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026. Presented by Wanda Randle
Resolution R2025-10-1288

Councilmember Elmore made the motion, seconded by Councilmember Campbell, to approve Resolution R2025-10-1288. All in favor, the motion carried.

Voting Yea: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore
Voting Nay:

4. Discuss and consider a Resolution AUTHORIZING THE EXECUTION OF A TITLE III FEDERAL SERVICE AGREEMENT WITH THE DALLAS AREA AGENCY ON AGING FOR THE TIME PERIOD OF OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026. Presented by Wanda Randle
Resolution R2025-10-1289

Councilmember Nichols made the motion, seconded by Councilmember Campbell, to approve Resolution R2025-10-1289. All in favor, the motion carried.

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Voting Yea: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore
Voting Nay:

5. **Discuss and consider a Resolution ratifying amendments to the City's Title VI Non-Discrimination Plan. Presented by Cynthia Olguin, City Secretary**
Resolution R2025-10-1290

Councilmember Campbell made the motion, seconded by Councilmember Odom, to approve Resolution R2025-10-1290. All in favor, the motion carried.

Voting Yea: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore
Voting Nay:

6. **Discuss and consider an official ballot for election of the Region 13 director of TML Board of Directors. Presented by Cynthia Olguin**

Councilmember Nichols made the motion, seconded by Councilmember Elmore, to nominate Stanley Jaglowski to the TML Board of Directors. All in favor, the motion carried.

Voting Yea: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore
Voting Nay:

7. **Discuss and consider purchase of Speakers for Station 2 Alerting System. Presented by: Matthew Lehmann, EMS Captain**

Councilmember Nichols made the motion, seconded by Councilmember Elmore, to approve the purchase of speakers for the Station 2 Alerting System. All in favor, the motion carried.

Voting Yea: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore
Voting Nay:

8. **Discuss and consider an Ordinance OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 12 TITLED "TRAFFIC AND VEHICLES" BY AMENDING DIVISION 2 TITLED "SPEED LIMITS" BY AMENDING SECTION 12.03.035 TITLED "SPEED LIMIT ON SPECIFIC STREETS AND ROADS" TO AMEND THE PRIMA FACIA SPEED LIMIT ON LANCASTER-HUTCHINS ROAD. Presented by Steve Perry**
Ordinance 2025-10-1217

Councilmember Odom made the motion, seconded by Councilmember Elmore, to approve Ordinance 2025-10-1217. All in favor, the motion carried.

Voting Yea: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore
Voting Nay:

9. **Discuss and consider a Resolution approving an Event Center Rental Policy. Presented by: Karen Steward, HR Director**
Resolution R2025-10-1291

DRAFT

Councilmember Nichols made the motion, seconded by Councilmember Campbell, to approve Resolution R2025-10-1291. All in favor, the motion carried.

Voting Yea: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore
Voting Nay:

10. Discuss and consider an Ordinance Amending Appendix A "Fee Schedule" by adding a new Section A1.010 Title Event Center Fees. Presented by Karen Steward, HR Director
Ordinance 2025-10-1218

Councilmember Nichols made the motion, seconded by Councilmember Campbell, to approve Ordinance 2025-10-1218. All in favor, the motion carried 3 -1.

Voting Yea: Demarcus Odom, Brenda Campbell, Steve Nichols
Voting Nay: Raymond Elmore

G. EXECUTIVE SESSION

11. Pursuant to Section 551.072 of the Texas Government Code, the City Council will convene into executive session to deliberate the purchase, exchange, lease or value of real property located within the City of Hutchins, Texas.

Mayor Vasquez moved the council into Executive Session at 7:04 p.m.

H. RECONVENE INTO REGULAR SESSION

12. Action, if any, as a result of Executive Session:

Pursuant to Section 551.072 of the Texas Government Code, the City Council will convene into executive session to deliberate the purchase, exchange, lease or value of real property located within the City of Hutchins, Texas.

The council reconvened into Regular Session at 7:16 p.m.

Councilmember Nichols made the motion seconded by Councilmember Elmore to authorize the city administrator to negotiate and execute a purchase and sale agreement for the purchase (1) a 0.09 acre tract of land, (2) a 0.06 acre tract of land, and (3) a 0.15 acre tract of land (collectively, 0.3 acres) in fee simple, all three acquisitions being out of the Thomas Freman Survey, Abstract No. 453, and being out of Subdivision 7 of Division 6, City of Hutchins, Dallas County, Texas in consideration of a purchase price of $142,500.00, plus payment of all related closing costs. The city administrator is further authorized to execute on behalf of the City such additional closing documents as may be required by such agreement and the title company as necessary to close this transaction. All in favor, the motion carried.

Voting Yea: Demarcus Odom, Brenda Campbell, Steve Nichols, Raymond Elmore
Voting Nay:

I. ITEMS OF COMMUNITY INTEREST

13. City Secretary Olguin announced the items of community interest.

DRAFT

J. ADJOURN

Councilmember Elmore made the motion, seconded by Councilmember Nichols, to adjourn the meeting at 7:18 p.m. All in favor, the motion passed.

PASSED AND APPROVED BY THE HUTCHINS CITY COUNCIL AT A REGULAR MEETING HELD ON THE 3rd DAY OF NOVEMBER 2025.

APPROVED:

_____
Mario Vasquez, Mayor

ATTEST:

_____
Cynthia Olguin, City Secretary

DRAFT

STAFF REPORT

MEETING DATE:	November 3, 2025
MEETING TYPE:	City Council
SUBMITTED BY:	Maria Joyner
AGENDA CAPTION:	Annual Financial Audit Report Presented by: Maria Joyner, Director of Finance

Background Information

The Annual Financial Audit presentation summarizes the city's financial health. The objective of the audit is to express an opinion as to whether the financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles, are free from material misstatement, and to report on the fairness of supplementary information when considered in relation to the basic financial statements as a whole. In addition, the City Staff has carefully examined the audit report, financial statements, and management letter. A representative from the Certified Public Accounting Firm, BrooksWatson and Company, PLLC will present the report to City Council. A hard copy of the report will be distributed during the City Council meeting.

Staff Recommendation

There is no action required.

STAFF REPORT

MEETING DATE:	November 3, 2025
MEETING TYPE:	Hutchins City Council
SUBMITTED BY:	Guy Brown
AGENDA CAPTION:	A. Conduct a Public Hearing regarding a request for a 4B project at 801 West Palestine Street, Suite 104. B. Open Public Hearing and Receive Comment. C. Discuss and consider Resolution R2025-11-XXXX OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING A 4B PROJECT FOR THE PURPOSE OF INFRASTRUCTURE IMPROVEMENTS FOR PROPERTY LOCATED AT 801 WEST PALESTINE STREET, SUITE 104, HUTCHINS, TEXAS; AUTHORIZING THE HEDC EXECUTIVE DIRECTOR TO EXECUTE THE FINAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: Guy Brown HEDC Executive Director.

Background Information

The HEDC received a request for assistance from SUP&AHK LLC and Unbelieva Bowl Restaurant related to property located at 801 West Palestine Suite 104 in Hutchins. The property owners (SUP&AHK LLC) intend to install a grease trap, vent hood and fire suppression at the location.

Budget Implications

The cost of the grant would be derived from the Small Business Development Program line item of the HEDC Budget.

Operational Impact

If approved by the City Council, the funds would be released at Certificate of Occupancy.

Legal Review

The City Attorney has drafted an agreement related to the project.

Staff Recommendation

The HEDC is recommending a $20,000 grant for the project.

Supporting Documentation and Attachments

Resolution
Application from SUP&AHK LLC
Estimates of work to be performed at 801 West Palestine Street, Suite 104 in Hutchins.
Agreement

CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R 2025-11-1292

A RESOLUTION OF THE HUTCHINS CITY COUNCIL, APPROVING A 4B PROJECT FOR THE PURPOSE OF INFRASTRUCTURE IMPROVEMENTS FOR PROPERTY LOCATED AT 801 WEST PALESTINE, SUITE 104 IN HUTCHINS.

WHEREAS, the Hutchins City Council desires to attract new and expand existing businesses in the City of Hutchins that will generate additional property and sales tax revenue for the City of Hutchins; and

WHEREAS, the attraction and expansion of business to the City of Hutchins will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance the tax base and economic vitality of the City of Hutchins; and

WHEREAS, the City of Hutchins and the Hutchins Economic Development Corporation (HEDC) have adopted programs for promoting economic development; and

WHEREAS, the HEDC is authorized to provide undertake projects to promote local economic development and to stimulate business and commercial activity in the City of Hutchins; and

WHEREAS, the HEDC Board of Directors and the City Council have determined that entering into the attached agreement with SUP & AHK LLC, a Texas limited liability company ("Company") will further the objectives of the HEDC, will benefit the City of Hutchins and the City of Hutchins's inhabitants and will promote local economic development and stimulate business and commercial activity in the City of Hutchins;

WHEREAS, the HEDC is authorized pursuant to the Development Corporation Act of 1979, as amended, to stimulate business and commercial activity in the City; and

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

SECTION 1. The Executive Director is hereby authorized to execute the Agreement, which is attached hereto as Exhibit "A," on behalf of the City of Hutchins EDC.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 3rd day of November, 2025.

CITY OF HUTCHINS, TEXAS

_____
Mario Vasquez, Mayor

ATTEST:

_____
Cynthia Olguin, City Secretary

EXHIBIT "A"
Agreement between SUP & AHK LLC, a Texas limited liability company, and the HEDC

STATE OF TEXAS §
§ **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**
COUNTY OF DALLAS §

This Economic Development Incentive Agreement ("Agreement") is made by and between the Hutchins Economic Development Corporation, a Type B Sales Tax Corporation ("HEDC"), and SUP & AHK LLC, a Texas limited liability company ("Company") (each a "Party" and collectively the "Parties"), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, Company currently owns the property located at 801 West Palestine Street, Hutchins, Texas 75141 (the "Building"); and

WHEREAS, Company intends to lease Suite 104 of the Building (the "Improvements") for the operation of an Asian restaurant known as "Unbelieva Bowl" (the "Restaurant") and

WHEREAS, Company has advised HEDC that a contributing factor that would induce Company to lease the Improvements for the Restaurant would be an agreement by HEDC to provide the Infrastructure Grant (hereinafter defined) to Company to defray a portion of the costs associated with the Infrastructure (hereinafter defined); and

WHEREAS, HEDC has adopted programs for promoting economic development; and

WHEREAS, the Development Corporation Act, Chapters 501- 505 of the Texas Local Government Code, as amended (the "Act") authorizes HEDC to provide economic development grants for the creation and retention of primary jobs that are required for the development of manufacturing and industrial facilities and for infrastructure suitable for new or expanded industrial business enterprises; and

WHEREAS, HEDC has determined that the Infrastructure Grant (hereinafter defined) to be made hereunder is required or suitable to promote or develop manufacturing and industrial facilities, new or expanded business enterprises and constitutes a "project", as that term is defined in the Act; and

WHEREAS, HEDC has determined that making the Infrastructure Grant to Company in accordance with this Agreement will further the objectives of HEDC, will benefit City and City's inhabitants and will promote local economic development and stimulate business and commercial activity in City.

NOW THEREFORE, in consideration of the foregoing and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

"Bankruptcy or Insolvency" shall mean the dissolution or termination of Company's existence, insolvency, employment of receiver for any part of Company's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Company and such proceedings are not dismissed within ninety (90) days after the filing thereof.

"Building" shall have the meaning assigned in the Recitals.

"Capital Investment" shall mean the capitalized costs incurred and paid by Company for the Infrastructure.

"City" shall mean the City of Hutchins, Texas.

"Commencement of Construction shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Infrastructure; (ii) all necessary permits for the construction of the Infrastructure pursuant to the plans therefore have been issued by all the applicable governmental authorities; and (iii) construction of the Infrastructure has commenced.

"Commencement Date" shall mean the date the certificate of occupancy is issued by the City for the occupancy of the Improvements for the Restaurant following the date of Completion of Construction of the Infrastructure.

"Company" shall mean SUP & AHK LLC, a Texas limited liability company.

"Completion of Construction" shall mean that: (i) substantial completion of the Infrastructure has occurred; and (ii) the City has verified completion of the Infrastructure and issued a certificate of occupancy for the occupancy for the Improvements for the Restaurant.

"Effective Date" shall mean the last date of execution hereof.

"Employment Period" shall mean each twelve (12) consecutive month period following the Commencement Date during the term of this Agreement.

"Employment Position(s)" shall mean FTE Positions which have been created and filled at the Improvements, and which are thereafter maintained during the term of this

Agreement. In the event of voluntary or involuntary termination of an employee, which termination causes the number of Employment Positions to fall below the number required pursuant to this Agreement, Company shall not be in breach of this Agreement provided the required number of Employment Positions is re-established within ninety (90) days of such employee termination. The number of Employment Positions for an Employment Period shall be based on a weekly average count of Employment Positions working during each calendar week during the Employment Period.

"Expiration Date" shall mean the third (3rd) anniversary of the Commencement Date.

"Force Majeure" shall mean an occurrence of any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes affecting the area in which the Improvements is located that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, in which case the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

"HEDC" shall mean the Hutchins Economic Development Corporation.

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Company with respect to the Improvements or any property or any business owned by Company within the City.

"Improvements" shall mean Suite 104 of the Building located at 801 West Palestine Street, Hutchins, Texas 75141, following Completion of Construction of the Infrastructure.

"Infrastructure" shall mean the installation of a Vent Hood System and Grease Trap at the Improvements by Company in accordance with plans approved by the City.

"Infrastructure Grant" shall mean an economic development grant equal to the costs incurred and paid by Company for the Infrastructure not to exceed Twenty Thousand Dollars ($20,000.00), to be paid as set forth herein.

"Payment Request" shall mean a written request from Company to HEDC for payment of the Infrastructure Grant accompanied by copies of paid invoices, receipts and other evidence of the costs incurred and paid by the Company for the Infrastructure, and such other information as may reasonably be requested by the HEDC.

"Related Agreement" shall mean any agreement (other than this Agreement) by and between the HEDC and/or the City and the Company, or any of its affiliated or related entities.

"Required Use" shall mean the continuous occupancy and use of the Improvements for the Restaurant open to the public and serving the citizens of the City.

"Restaurant" shall have the meaning assigned in the Recitals.

Article II
Term

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III
Infrastructure Grant

3.1 Infrastructure Grant. Subject to the continued satisfaction of all the terms and conditions of this Agreement by Company, and the obligation of Company to repay the Infrastructure Grant pursuant to Section 5.2 hereof, HEDC agrees to provide the Infrastructure Grant to Company within thirty (30) days after HEDC receipt of a Payment Request from Company following the date a of Completion of Construction of the Infrastructure. Company may submit the Payment Request to HEDC not earlier than thirty (30) days after the date of Completion of Construction of the Infrastructure and no later than ninety (90) days thereafter. Failure of Company to timely submit the Payment Request for the Infrastructure Grant shall result in forfeiture of the payment of the Infrastructure Grant by HEDC to Company.

3.2 Current Revenue. The Infrastructure Grant made hereunder shall be paid solely from lawfully available funds that have been appropriated by HEDC; provided, however, HEDC agrees during the term of this Agreement to make a good faith effort to appropriate funds to pay the Infrastructure Grant. Consequently, notwithstanding any other provision of this Agreement, HEDC shall have no obligation or liability to pay the Infrastructure Grant except as allowed by law.

3.3 Grant Limitations. Under no circumstances shall the obligations of HEDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, HEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Company. None of the obligations of HEDC under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

Article IV
Conditions to Economic Development Grant

The obligation of HEDC to pay the Infrastructure Grant shall be conditioned upon the compliance and satisfaction by Company of the terms and conditions of this Agreement and each of the following conditions.

4.1 Good Standing. Company shall not have an uncured breach or default of this Agreement, or a Related Agreement.

4.2 Payment Request. Company shall, as a condition precedent to the payment of the Infrastructure Grant, timely provide HEDC with the Payment Request.

4.3 Required Use. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Improvements shall not be used for any purpose other than the Required Use, and the operation and occupancy of the Improvements in conformance with the Required Use shall not cease for more than thirty (30) days, except in connection with and to the extent of an event of Force Majeure.

4.4 Completion of Construction. Company shall, subject to events of Force Majeure, cause Commencement of Construction of the Infrastructure to occur on or before November 30, 2025, and subject to events of Force Majeure, cause Completion of Construction thereof to occur on or before April 1, 2026.

4.5 Infrastructure. The Infrastructure, once installed, may not be removed from the Improvements.

4.6 Employment Positions. The Restaurant is anticipated to create ten (10) Employment Positions.

4.7 Capital Investment. The Capital Investment shall be at least equal to the amount of the Infrastructure Grant as of the date of Completion of Construction of the Infrastructure.

Article V
Termination; Repayment

5.1 Termination. This Agreement shall terminate upon any one of the following:

(a) By mutual written agreement of the Parties;

(b) Upon the Expiration Date;

(c) Upon the date set forth in written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement, or a Related Agreement, and such default or breach is not cured within thirty (30) days after written notice thereof;

(d) Upon the date set forth in written notice by HEDC, if Company suffers an event of Bankruptcy or Insolvency;

(e) Upon the date set forth in written notice by HEDC, if any Impositions owed to the HEDC, the City, or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions); or

(f) Upon the date set forth in written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2. Repayment. In the event the Agreement is terminated by HEDC pursuant to Section 5.1(c), (d), (e), or (f), Company shall immediately repay to HEDC an amount equal to the Infrastructure Grant previously paid by HEDC to Company immediately preceding the date of such termination, plus interest at the rate of interest periodically announced by the *Wall Street Journal* as the prime or base commercial lending rate, or if the *Wall Street Journal* shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by HEDC) as its prime or base commercial lending rate, from the date on which the Infrastructure Grant is paid by HEDC until such Infrastructure Grant is refunded by Company. The repayment obligation of Company set forth in this section shall survive termination.

5.3 Right of Offset. HEDC may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to HEDC from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether or not the debt due HEDC has been reduced to judgment by a court.

Article VI
Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

6.2 Limitation on Liability. It is understood and agreed between the Parties that Company and HEDC, in satisfying the conditions of this Agreement, have acted independently, and HEDC assumes no responsibilities or liabilities to third parties in connection with these actions. Company agrees to indemnify and hold harmless HEDC from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of Company's performance of the conditions under this Agreement.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the Parties.

6.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered:

If intended for HEDC, to:

Attn: Guy D. Brown
Executive Director
Hutchins Economic Development Corporation
103 W. Palestine Street
P.O. Box 361
Hutchins, Texas 75141

With a copy to:

Attn: Peter G. Smith
General Counsel
Nichols | Jackson
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201

If intended for Company, to:

Attn: Oh S. Kwon, Partner
SUP & AHK LLC
801 West Palestine Street
Hutchins, Texas 75141

6.5 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.6 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

6.7 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this

Agreement shall be the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

6.9 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

6.10 Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

6.11 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.12 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.13 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.14 Assignment. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by Company without the prior written consent of the HEDC.

6.15 Employment of Undocumented Workers. During the term of this Agreement, Company agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the Infrastructure Grant, and any other funds received by Company from HEDC as of the date of such violation within one hundred twenty (120) days after the date Company is notified by HEDC of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid.

[Signature Page to Follow]

EXECUTED on this _____ day of _____, 2025.

HUTCHINS ECONOMIC DEVELOPMENT CORPORATION

By:_____
Guy D. Brown, Executive Director

EXECUTED on this _____day of _____, 2025.

SUP & AHK LLC

By:_____
Oh S. Kwon, Partner

• Appendix A – Façade Improvement Grant Application

□

Appendix A

City of Hutchins Façade Improvement Grant Program Application

I. Applicant Information

A. Applicant Name: OH S KWON
B. Business Name: Core One Design Group
C. Street Address: 801 W. Palestine St. #104
D. Mailing Address: 1301 N. Denton Dr. #200, Carrollton TX 75006
E. Work Phone:
F. Cell Phone: 469-831-8282
G. Email: samkwon53@gmail.com

II. Property Owner Information (if different from Applicant)

A. Owner Name: ByungGun Ahn
B. Business Name: SUPERAHK LLC
C. Street Address:
D. Mailing Address: 801 W. Palestine St #104
E. Work Phone:
F. Cell Phone: 469-831-8282
G. Email:

III. Property and Project Description

A. Address/Location of property to be considered for the City of Hutchins Façade Improvement Matching Grant Program:

B. Is the building currently occupied by a business?
Yes ☑ No ☐
If yes, please list the business name(s) and Certificate of Occupancy numbers below.

C. Is this a residential building that is being converted for commercial use?
Yes ☐ No ☐
Please note: if a residential property is being converted to commercial use, a site plan is required. If a site plan has been submitted, please list the permit number below.

D. Have building plans been submitted to the city for the project?
Yes ☑ No ☐
Please note: building plans are required for some improvements but may not be necessary for all projects. If building plans have been submitted, please list the permit number below.

Permit # 250422

E. Has the applicant and/or property owner been a recipient of this Façade Improvement Matching Grant before?
Yes ☐ No ☑
If yes, please list the property address(es) and year(s) the grant was awarded below.

F. Are there any current code enforcement actions, tax liens, or judgment liens against the property?
Yes ☐ No ☑

G. Grant Request

1. Total Project Cost (for Façade Improvements Only): $ 270,000.00
Attached Invoice Contract.

(Please describe the improvements that will be made to the existing property and how the award of this grant impacts the project. 1,000 words max. You may submit on a separate sheet of paper.)

I. What is the anticipated start and end date for the project? (Month/Year)

Start Date: 9/01/25

End Date: 12/25/25

Application Checklist

I, the applicant, verify that I have completed the following items to be considered for the City of Hutchins Façade Improvement Grant. I understand that the grant will not be processed if all items below are not met.

- ☑ Complete Façade Improvement Grant application.
- ☐ Written cost proposal with itemized improvements.
- ☐ Exterior photos of the building before any improvements have been made.
- ☐ Drawings or renderings of proposed improvements (proposed color palette requested, if drawings or renderings are not colored).
- ☐ Artist Portfolio and Art Renderings, if applicable.
- ☐ The proposed improvements have not been completed prior to receipt and verification of a complete application by city staff.

DISCLAIMER

I acknowledge that I understand the terms of the City of Hutchins Façade Improvement Grant Program, and it is my intent to meet the specified terms of this application if approved. I understand further that this project is approved for matching grant reimbursement only in strict accordance with the approved plans that are attached to this application and hereby made part of this agreement. I further understand that change orders on the work in progress require approval by the City of Hutchins City Council and that failure to comply with this agreement may jeopardize receipt of grant funds.

Applicant Signature:
Date: 8/24/2025

Property Owner Signature:
Date:
(if different from applicant)

Information Below to be Filled Out by City Staff Only

Date Received:
Staff Initials:

Application
Complete ☐
Incomplete ☐

Missing Items:

Core one Design Group

1301 N. Denton Dr suite#200 Carrollton, TX 75006
E-mail : samk.c1dg@gmail.com
Aug-10/2025



Project Name / Unbelieva Bowl remodel

Site : 801 W. Palestine st Suite#104, Hutchins Texas 75141

INVOICE #- 250820

Total Amount $270,000.00

Job description

1. Installation to GB250 Grease trap and 4- Floor drain, gas line,water heater for plumbing $46,000.00 (Included $16,000 Grease trap)

2. Demolition and move out for existing walls and installation, 1-rest room new walls for plans. $14,500.00

3. Electrical work for 200 Amp new power line and new lights, connected a/c, walk in cooler. $18,000.00

4. Install new 5-ton a/c unit and installation walk in cooler (owner provided cooler, refrigerated supply $15,000.00 (included $3,000 duct)

5. Install 12' Vent-Hood system $17,500.00

6. Install quarry tile kitchen area for health and white ceramic tiles for counter top walls. $11,500.00

7. Install FRP on walls on existing wall for kitchen to health code $7,400.00

8. Demolition existing ceiling tile and change to vinyl surface tile to health code. $4,200.00

9. Install cabinets back of counter. $4,800.00

10. Install s/s front counter top. $2,800.00

11. Painted to match color $4,800.00

12. 3' high fence to patio area for safety

13. Installed Fire sprinkler systems and fire alarm systems. $5,500.00
14. Fire suppression system and connected fire alarm $6,000.00

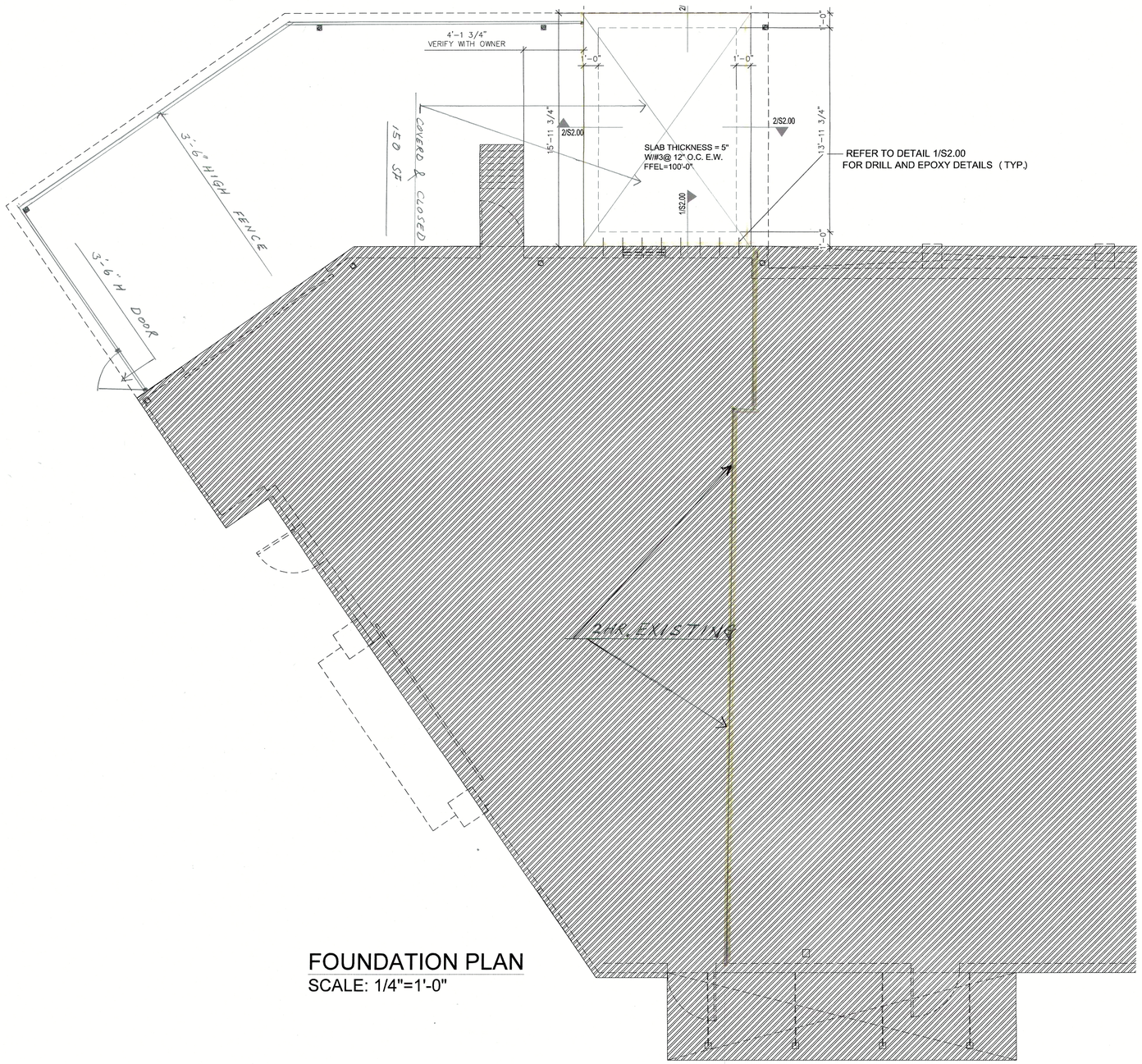
15. Installed Canopy Main entrance

16. New installed new roofing 24'x 12' on reception area

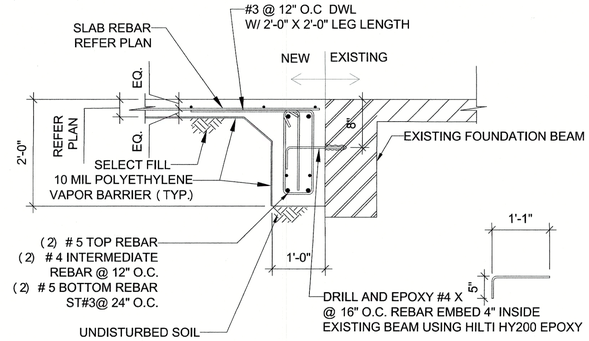
17. Installed concrete foundation for walk in cooler area

18. Signs -3 locations. $16,000.00

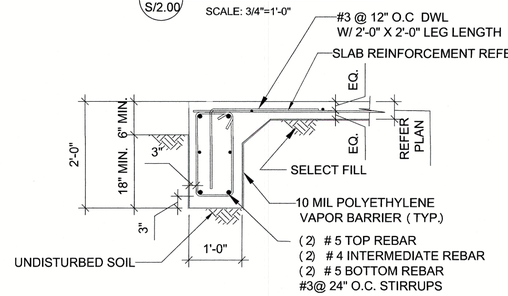
- Exclusive any permit engineering drawings fee and city permit fee
- Low voltage work for internet,phone , display tv, menu, graphic wall display
- All equipments, tables, chairs
- Any other work above the list.



FOUNDATION PLAN
SCALE: 1/4"=1'-0"



TYPICAL DETAIL
CONNECTING NEW
BEAM TO EXISTING BEAM
1 S/2.00
SCALE: 3/4"=1'-0"



2 S/2.00
DETAIL
SCALE: 3/4"=1'-0"

ENGINEERING SERVICES

AJ ENGINEERING SERVICES LLC
FIRM# F-19793
OFFICE@AJENGINEERINGS.COM
WWW.AJENGINEERINGS.COM
PHONE:(469)432-6093
8500 N STEMMONS FWY, SUITE 4006,
DALLAS TX 75247

COPYRIGHT 2025
AJ ENGINEERING SERVICES LLC

DRAWINGS ISSUED FOR:
REVIEW: 08/16/2025
PERMIT: 08/16/2025
PRICING:
CONSTRUCTION:
DRAWING BY: AJ
CHECKED BY: AJ

REVISIONS:

PROJECT:

COOLER FOUNDATION ADDITION

LOCATION:

801 W PALESTINE ST, HUTCHINS, TX 75141 UNIT 107

SHEET TITLE:

PROPOSED FOUNDATION PLAN

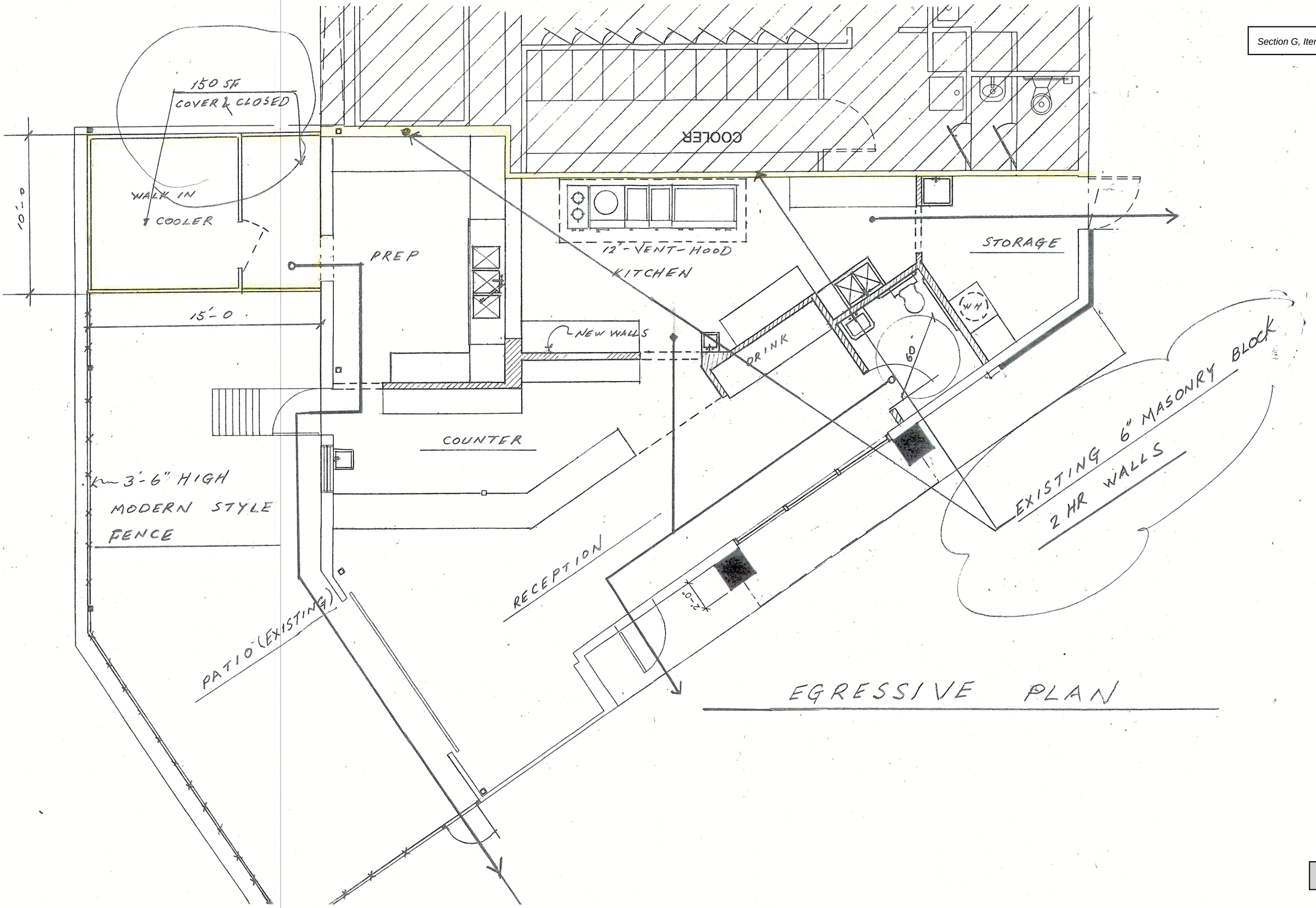
SHEET# S2.01

SHEET 3 OF 3

SCALE: AS NOTED

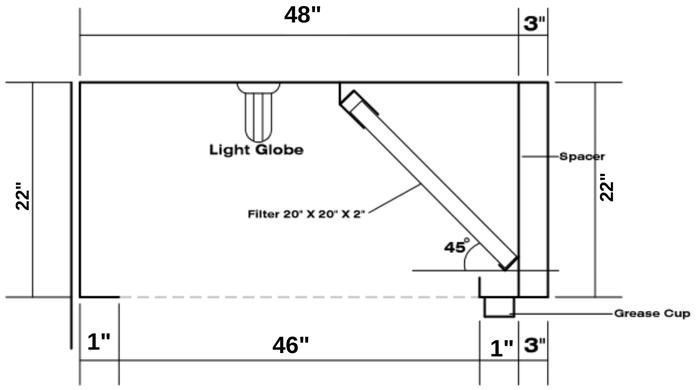
PRINT ON 24"X36" SHEET

PROJECT # AJ22136

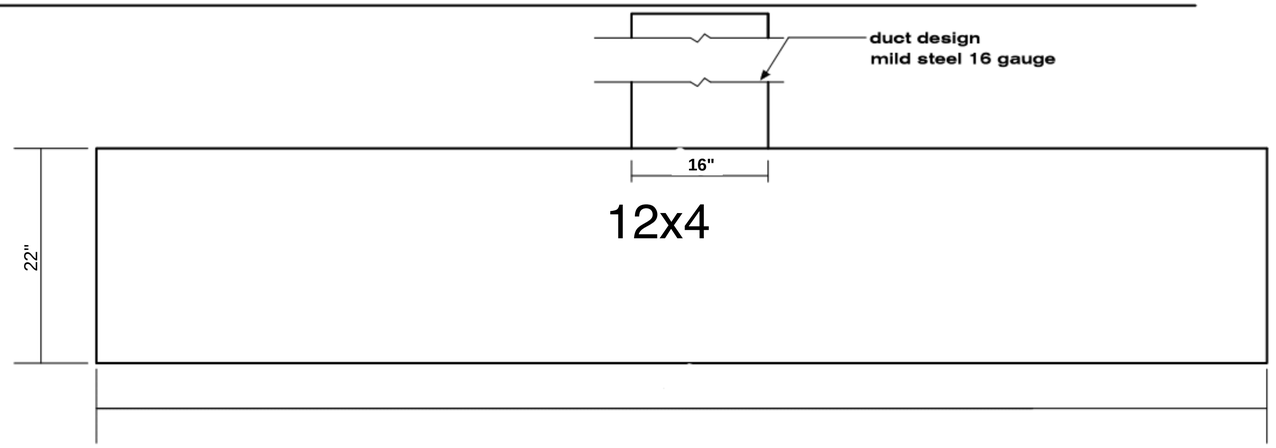


EGRESSIVE PLAN

NDT HEAT AND A/C SPECIFICTION & INSTALLATION SHEET



VENT HOOD SIDE VIEW
SCALE: 1/2"=1'-00"



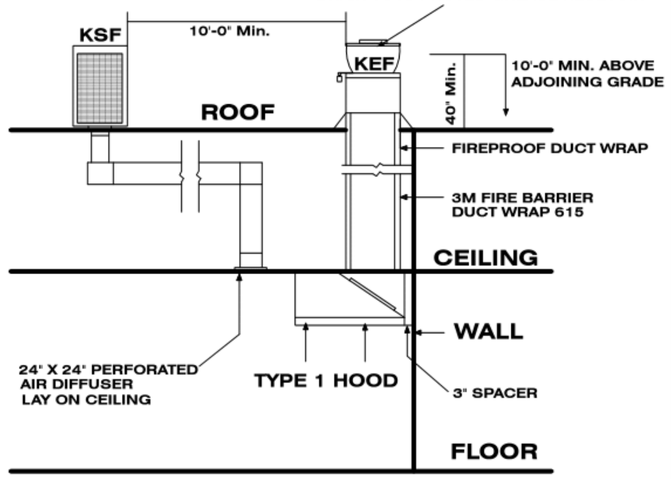
VENT HOOD FRONT VIEW
SCALE: 1/2"=1'-00"

MECHANICAL EQUIPMENT SCHEDULE		
KEF1	KITCHEN HOOD EXHAUST FAN, W/ FACTORY ROOF CURB. (HEAVY WELL COOK)	CFM TOTAL, 3000
KSF1	EVAPORATIVE COOLER,	CFM TOTAL(80%) 3000

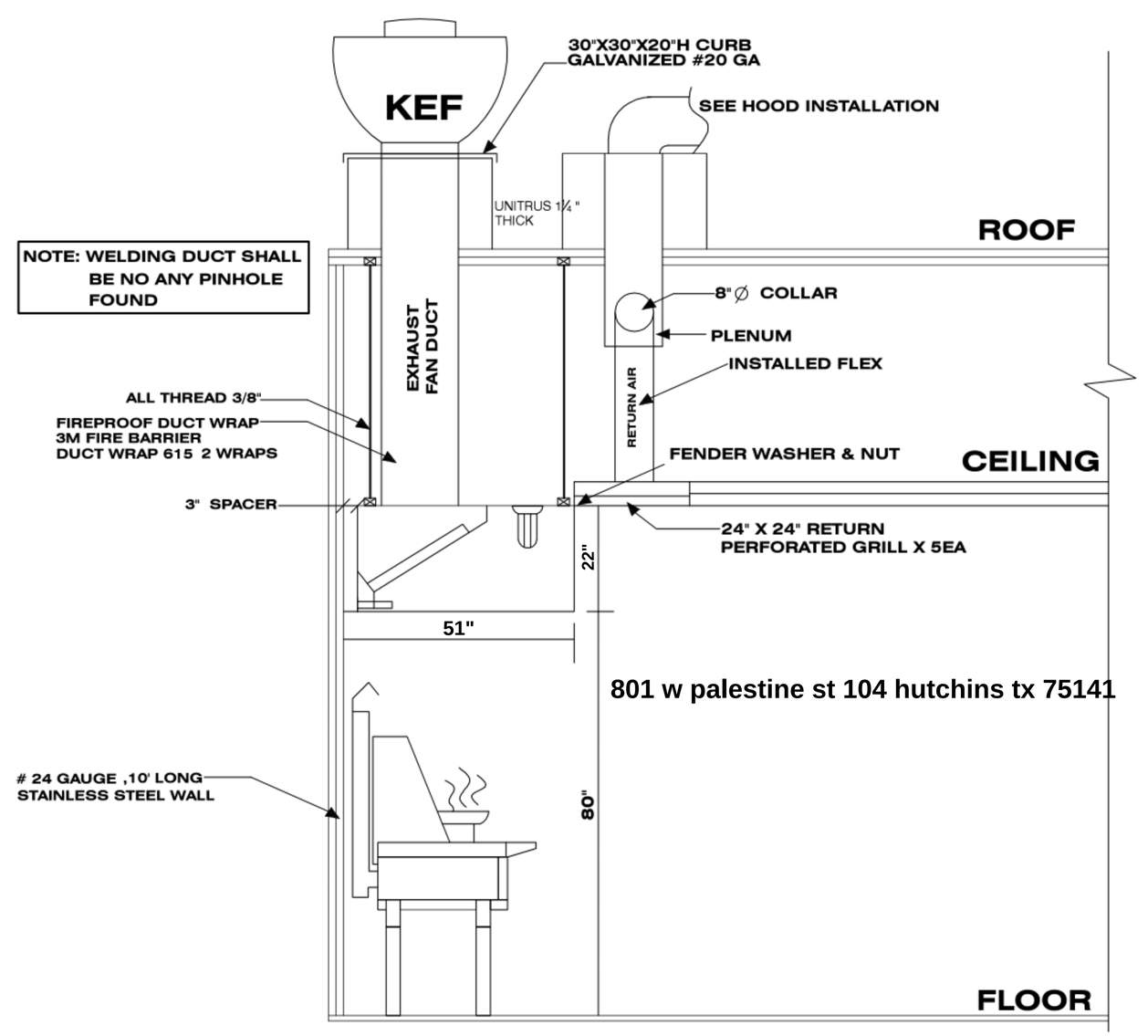
SPECIFICATIONS:

HOOD SIZE: W X DX H TYPE I
MATERIAL: ALL STAINLESS STEEL 18 GAUGE;
EXHAUST FAN: DAYTON BLOWER MODEL: 7A631(1EA);
1 HP; RATED CFM 3000
MAKE UP AIR: MODEL: DAYTON MODEL 4RNP4 (1 EA); 1/2HP
RATED CFM 3000
LIGHT: VAPOR TIGHT GLOBE LIGHT X 2EA.
FILTER: 20" X 20" X 2" STAINLESS STEEL, 5EA
GREASE DUCT: SIZE: 16 "X16 "(1EA) MILD STEEL 16 GAUGE

NOTES:
INSTALLATION OF HOOD SYSTEM SHALL COMPLY WITH NFPA 96
PROVIDE AUTOMATICE FIRE SYSTEM, INTERLOCK HOOD SUPPLY FANS AND HOOD EXHAUST FANS.



TYPICAL ILLUSTRATION FOR EXHAUST HOOD INSTALLATION NO SCALE



DETAIL OF HANGING THE HOOD NTS

CONTACT:
NDT HEAT AND A/C
525 E. WALNUT ST., GARLAND, TX, 75040
Frank Villalta EMAIL: americanhoods@yahoo.com

VENT–HOOD SPECIFICATION

SCALE: 11"x8.5" 1/2 = 1'–00"

Photos of 801 West Palestine, Suite 104 Project - Proposed Signage and Inter





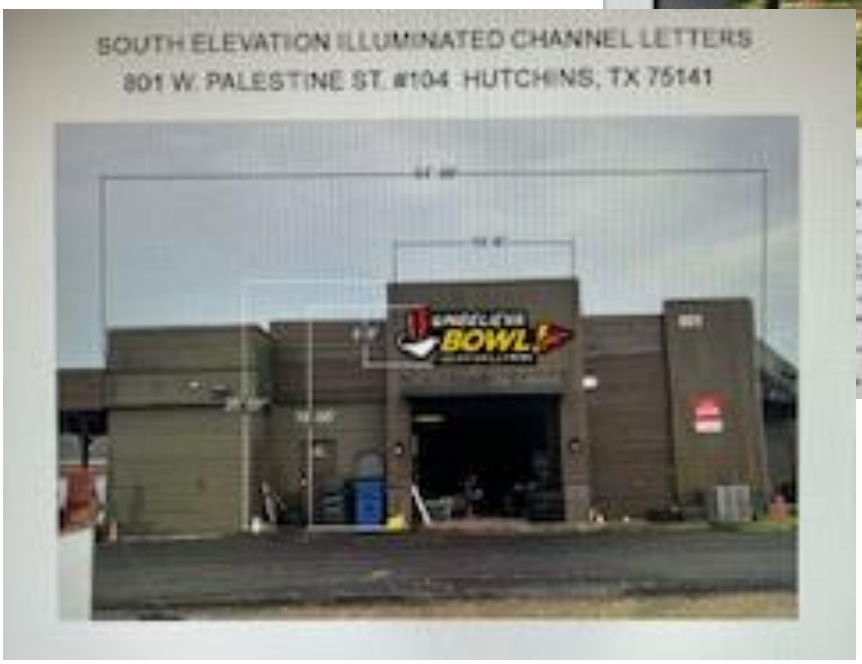




Photos of 801 West Palestine, Suite 104 Project - Proposed Signage and Inter







SPECIFICATION NOTES

(1) 4" FPT inlet/ outlet with 4" plain end fittings

(2) Unit weight: 236 lbs. For wet weight, add 2,310 lbs. For traffic-rated cover(s), add 90 lbs per cover. For pedestrian cover(s), add 7 lbs per cover.

(3) Maximum operating temperature: 150º F continuous

(4) Liquid Capacity: 277 gal
Grease Capacity (100 GPM): 1,895 lbs (260 gal)
Grease Capacity (200 GPM): 1,196 lbs (164 gal)
Solids Capacity: 69 gal

(5) This unit doesn not require flow control for 100 GPM applications, but a built in flow control is provided for 200 GPM; for series installations only install flow control on the first unit if necessary

(6) For gravity drainage applications only

(7) Do not use for pressure applications

(8) Cover placement allows full access to tank for proper maintenance

(9) Vent not required unless per local code

(10) Engineered inlet and outlet diffusers with inspection ports are removable to inspect / clean piping

(11) Integral air relief / Anti-siphon / Sampling access

(12) Cover adapters provide an adjustable height range of 5"

(13) Designed for below-grade, above-grade, indoor or outdoor installations

(14) Safety Star® (450 lbs load capacity) is an access restrictor built into each cover adapter to prevent accidental entry into tanks

CERTIFIED PERFORMANCE

Great Basin® hydromechanical grease interceptors are third party performance-tested and listed by IAPMO to ASME A112.14.3 and CSA B481.1 grease interceptor standards and greatly exceed requirements for grease separation and storage. They are compliant to the Uniform Plumbing Code and the International Plumbing Code.

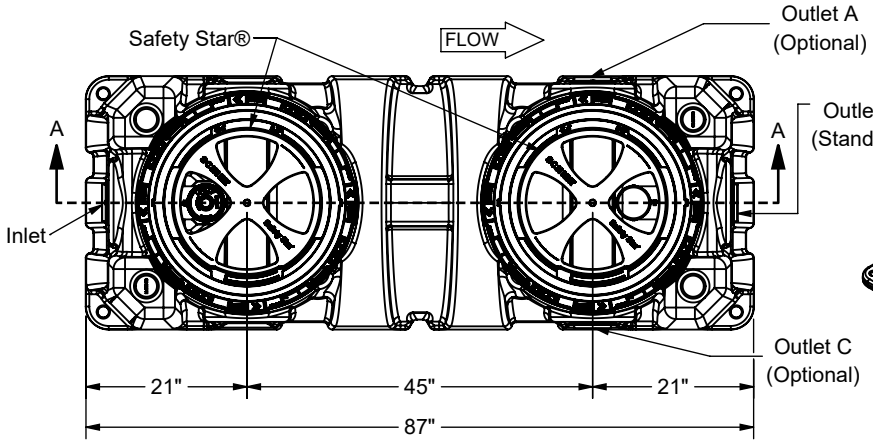
ENGINEER SPECIFICATION GUIDE

Schier Great Basin® grease interceptor model GB-250 shall be lifetime guaranteed and made in USA of seamless, molded polyethylene with minimum 3/8" uniform wall thickness. Interceptor shall be furnished for above or below-grade installation with adjustable cover adapter, Safety Star® access restrictor built into each cover adapter, and built in flow control (for 200GPM only) and three outlet options. This unit is certified for hydromechanical performance to ASME A112.14.3 (Type D for 100 GPM and Type C for 200 GPM) and CSA B481.1. Interceptor flow rate shall be 100 GPM or 200GPM. Interceptor grease capacity shall be 1,895 lbs @100 GPM or 1,196 lbs @200 GPM.

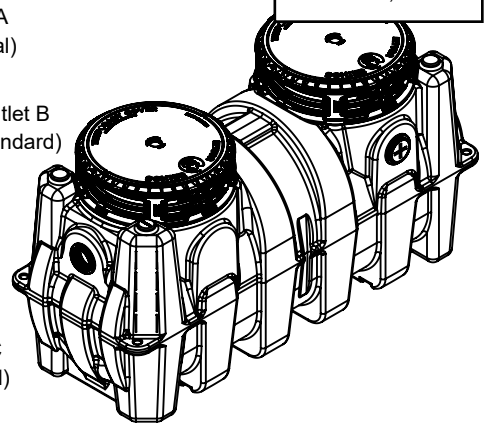
COVERS SOLD SEPARATELY

This unit is provided with temporary cover(s) intended for the duration of jobsite installation. Purchase one of the following finish covers.

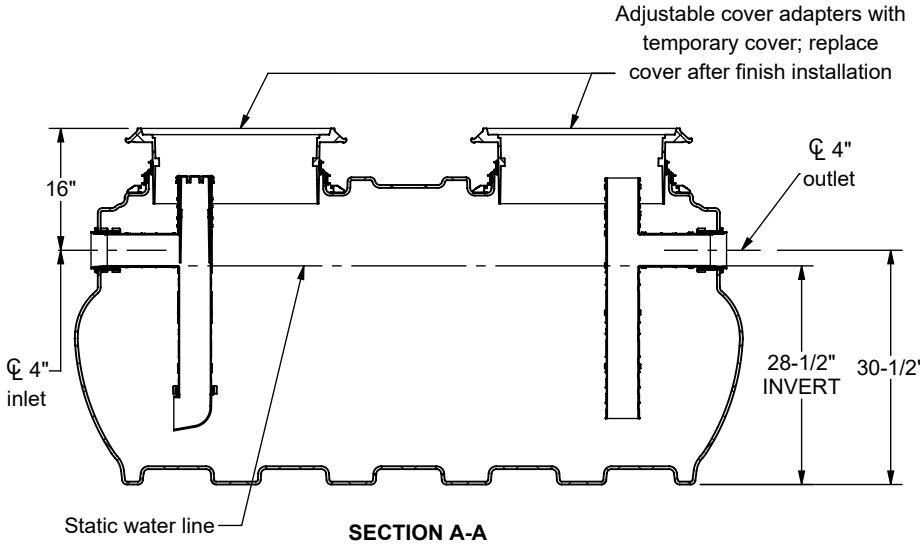
- T24-GI (8044-000-01): Traffic-rated cast iron cover shall provide water/gas-tight seal and have a minimum of 16,000 lbs load capacity. For outdoor installation.
- P24-GI (8045-000-01): Pedestrian-rated poly cover shall provide water/gas-tight seal and have a minimum of 2,000 lbs load capacity. For indoor installation.



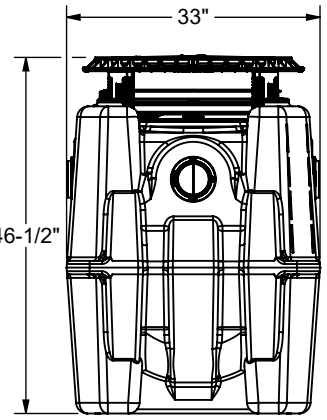
TOP VIEW
{COVER(S) REMOVED FOR CLARITY}



ISOMETRIC VIEW



SECTION A-A



INLET END VIEW

SPECIFICATION SHEET

SCHIER
6455 Woodland Dr
Shawnee, KS 66218
tel: 913-951-3300
fax: 913-951-3399
schierproducts.com
Made in the U.S.A.

MODEL NUMBER	GB-250				
PART NUMBER	4055-300-01				
DESCRIPTION	GB-250 GREASE INTERCEPTOR 100 GPM / 200 GPM, 4" PLAIN/FPT CONNECTIONS				
DRAWN BY	C.FINCHAM				
DATE	05/15/2025	**REV**	A	**ECO**	00104

PROPRIETARY AND CONFIDENTIAL: THE INFORMATION C
THIS DRAWING IS THE SOLE PROPERTY OF SCHIER PRO
REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE
PERMISSION OF SCHIER PRODUCTS IS PROHIBITED.

STAFF REPORT

MEETING DATE:	November 3, 2025
MEETING TYPE:	City Council
SUBMITTED BY:	Blake Moore
AGENDA CAPTION:	Discuss and consider a Re-Plat by HOT DOG TRUCKING LLC who is the owner of a 10.10-acre tract of land situated in the William L. Wilson Survey, Abstract Number 1553. City of Hutchins, Dallas County, Texas, and being all of Lot 1, Block A, of Talco Addition, an Addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in in Instruments No. 202200057113 Presented by: Blake Moore

Background Information

Hot Dog Trucking LLC has submitted a re-plat of a 10.10 acre tract of situated in the ETJ of Hutchins. The reason for the re-plat is to divide the parcel into 2 lots. Since it is in the ETJ we have no jurisdiction to regulate land use for this property. We have platting authority only.

Staff has reviewed the re-plat and all corrections requested have been made.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

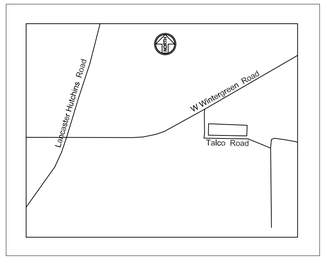
N/A

Staff Recommendation

Staff recommends Approval

Supporting Documentation and Attachments





OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF DALLAS §

WHEREAS, HOT DOG TRUCKING LLC is the owner of a 10.10-acre tract of land situated in the William L. Wilson Survey, Abstract Number 1553. City of Hutchins, Dallas County, Texas, and being all of Lot 1, Block A, of Talco Addition, an Addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in in Instruments No. 202200057113, Official Public Records, Dallas County, Texas, and being the same tract of land described in General Warranty Deed With Vendors Lien to HOT DOG TRUCKING LLC as recorded in Instrument Number 202200090898 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron pipe found for the northwest corner of said HOT DOG TRUCKING tract, and at the southwest corner of a tract of land described in a deed to Jack Keller as recorded in Volume 88078, Page 1683, of the Deed Records of Dallas County, Texas, said corner being on the east right-of-way line of West Wintergreen Road (a 50-foot-wide public right-of-way);

THENCE North 89°35'03" East, departing the west right-of-way line of said W. Wintergreen Road, and along the north line of said HOT DOG TRUCKING tract and the south line of said Keller tract a distance of 547.49 feet to a 1/2-inch iron rod found at the southeast corner of said Keller tract and the southwest corner of a tract of land described in a deed to WHL DALLAS 45 LLC as recorded in Instrument Number 201500240391 (O.P.R.D.C.T.), for a corner,

THENCE North 88°52'38" East, along the north line of said HOT DOG TRUCKING tract and the south line of said WHL DALLAS 45 LLC tract, a distance of 215.72 feet to a 3/8 inch iron rod found, for a corner;

THENCE North 89°15'18" East, along the north line of said HOT DOG TRUCKING tract and the south line of said WHL DALLAS 45 LLC tract, a distance of 175.18 feet to a 3/8 inch iron rod found at the southeast corner of said WHL DALLAS 45 LLC tract and the southwest corner of a tract of land described in a deed to Bruce Williams as recorded in Instrument Number 202100158460 (O.P.R.D.C.T.), for a corner;

THENCE North 70°43'44" East, along the north line of said HOT DOG TRUCKING tract and the south line of said Williams tract a distance of 165.45 feet to a 60D nail found in post at the northeast corner of said HOT DOG TRUCKING tract and the northwest corner of a tract of land described in deed to Firebird Investments LLC, as recorded in Instrument Number 202000230263, (O.P.R.D.C.T.), for a corner;

THENCE South 01°15'04" East, along the east line of said HOT DOG TRUCKING tract and the west line of said Firebird Investments LLC tract, a distance of 452.58 feet to a 3/8-inch iron rod found at the southeast corner of said HOT DOG TRUCKING tract and the southwest corner of said Firebird Investments LLC tract, and on the north right-of-way line of Talco Road (50-foot-wide Public Right-Of-Way), for a corner;

THENCE South 89°19'58" West, along the south line of said HOT DOG TRUCKING tract and the north right-of-way line of said Talco Road, a distance of 331.61 feet to a 1/2-inch iron rod found with yellow cap stamped" GEONAV", for a corner;

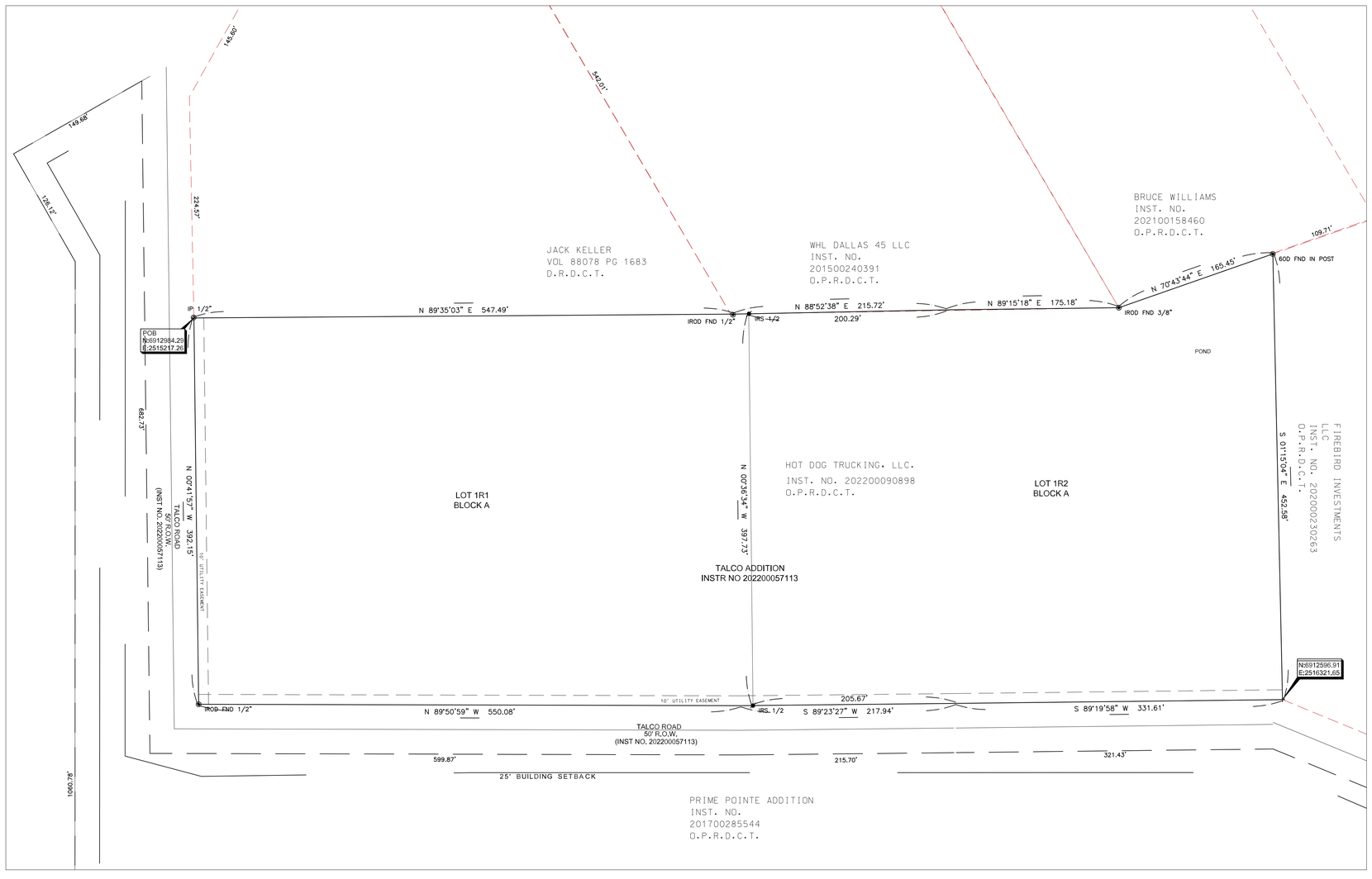
THENCE South 89°23'27" West, along the south line of said HOT DOG TRUCKING tract and the north right-of-way line of said Talco Road, a distance of 217.94 feet to a 3/8-inch iron rod found, for a corner;

THENCE North 89°50'59" West, along the south line of said HOT DOG TRUCKING tract and the north right-of-way line of said Talco Road, a distance of 550.08 feet to a 1/2-inch iron rod found at the southwest corner of said HOT DOG TRUCKING tract and the intersection of the north right-of-way line and the east right-of-way line of said W. Wintergreen Road, for a corner;

THENCE North 00°41'57" West, along the west line of said HOT DOG TRUCKING tract and the east right-of-way line of said W. Wintergreen Road, a distance of 392.15 feet to the **POINT OF BEGINNING** and containing 439,990 square feet or 10.1008 acres of land, more or less.

BASIS OF BEARING

Bearing system of this survey is based upon the Texas State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983 (2011).



OWNER'S DEDICATION

STATE OF TEXAS §
COUNTY OF DALLAS §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, HOT DOG TRUCKING LLC, acting through its undersigned agent, does hereby adopt this plat designating the herein above described property as, TALCO ADDITION, LOTS 1R1 and 1R2, BLOCK A, an addition to the City of Hutchins, Dallas County, Texas, and does hereby dedicate to the public use forever, the streets and alleys shown hereon; and does hereby dedicate the easement strips shown on the plat for mutual use and accommodation of the City of Hutchins and all public utilities desiring to use, or using same. No buildings, fences, trees, Shrubs, signs or other improvements shall be constructed or placed upon, over or across the easement strips on said plat.

The City of Hutchins and utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, signs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective system in said Easement strips and The City of Hutchins and public utility entities shall at all times have the full right of ingress and egress to and from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing from all or parts of their respective systems without the necessity at any time of procuring permission from anyone. A Blanket Easement of a five (5) foot radius from the center point of all fire hydrants and a five (5) foot radius from the center point of all other appurtenances (fire hydrant valves, water meters, meter boxes, street lights) is hereby granted to the City of Hutchins for the purpose of constructing, reconstructing, inspecting and appurtenances.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Hutchins, Texas.

WITNESS my hand, this the _____ day of _____, 2025

CITY OF HUTCHINS

_____
ROGER FULLER, TRUSTEE

STATE OF TEXAS
COUNTY OF DALLAS

This is to certify that, Wilkens Engmann, a Registered Professional Land Surveyor of the State of Texas, have platted the subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

_____
Wilkens Engmann, R.P.L.S.
Texas RPLS No. 5629



STATE OF TEXAS §
COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, known to me 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 considerations therein expressed.

Given under my hand and seal of office, this_____ day of _____, 2025

_____
Notary Public in and for the State of Texas

CERTIFICATE OF APPROVAL BY THE CITY OF HUTCHINS

All variances from the General Development Ordinance Approved by City Council

_____
Joseph Matthews, P&Z Chairman, City of Hutchins

The undersigned, the City Secretary of the City of Hutchins, hereby certifies that the foregoing final plat of TALCO ADDITION, LOT 1R1 and 1R2, BLOCK A, Addition to the City of Hutchins was submitted for review and approved as Replat meeting all requirements of the General Development Ordinance as set forth by the ordinances of the City of Hutchins on the this_____ day of _____, 2025, and including

Acceptance of the dedication of streets, alleys, parks, easements, public places and water and sewer lines, as shown and set forth in and upon said plat, and further authorized the acceptance thereof by City Staff, signing as hereinabove subscribed in the capacity stated in accordance with City Ordinances.

WITNESS my hand, this the _____ day of _____, 2025

_____
City Secretary
City of Hutchins, Texas

REPLAT
LOTS 1R1 & 1R2, TALCO ADDITION
BEING A REPLAT OF LOT 1, BLOCK A OF TALCO ADDITION TO THE CITY OF HUTCHINS, DALLAS COUNTY, TEXAS AS RECORDED IN INSTRUMENT NUMBER 202200057113, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

07/02/2025

Notes:

1. THE COPYRIGHT OF THIS DRAWING IS VESTED IN AAAA PLUS SURVEYORS, LLC AND\PI MAY NOT BE REPRODUCED IN WHOLE OR PART OR USED FOR THE\PMANUFACTURE OF ANY ARTICLE WITHOUT THE EXPRESS PERMISSION OF\PTHE COPYRIGHT HOLDERS.\P2. WORK TO FIGURED DIMENSIONS ONLY.\P3. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT\PARCHITECT'S, SERVICE ENGINEER'S AND AAAA PLUS SURVEYORS, LLC DRAWINGS\PAND SPECIFICATIONS.

NOTES

1. Bearing system of this survey is based upon the Texas State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983 (2011).
2. The coordinates shown hereon are Texas State Plane Coordinates System, North Central Zone, North American Datum of 1983 on grid coordinates values.
3. The property shown hereon is in either zone "X", areas determined to be outside the 0.2% annual flood plain or zone "D", areas in which flood hazards are undetermined, but possible, according to community panel 48113C0635K of the federal emergency management agency insurance rate map or flood hazard boundary map dated July 7, 2014.
4. Notice: Selling a portion of this addition by metes and bounds is a violation of City subdivision ordinance and state platting statues and is subject to fines and withholding of utilities and building certificates
5. The purpose of this plat is to create two Lots for the development

REV:	DESCRIPTION:	BY:	DATE:
C			
B			
A			

AAAA Plus Surveyors
1500 Hickory Creek Lane
Rockwall TX 75032
(214)738-0727
www.aaaaplussurveyors.com

CLIENT: HOT DOG TRUCKING LLC
PO BOX 1822
CEDAR HILL
TEXAS 75106-1822

SURVEYOR: AAAA Plus Surveyors, LLC
395 Florence Drive
Fate TX 75087
plat@aaaaplussurveyors.com

DRAWN:	CHECKED:	DATE:	REVISION:
EO	WE	07/02/25	

PROJECT NAME: 1202 W WINTERGREEN RD
LANCASTER, TX 75134

DRAWING TITLE: REPLAT
TALCO ADDITION

SCALE:	SHEET SIZE:	SHEET NO:
1"=60'	D	1 of 1

PROJECT NO:	STATUS:
1202	SURVEY

DRAWING NO: SUR/03232025

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF DALLAS §

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BASIS OF BEARING

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STAFF REPORT

MEETING DATE:	October 20, 2025
MEETING TYPE:	City Council
SUBMITTED BY:	Stacey Hickson
AGENDA CAPTION:	[Purchase a Remount Ambulance to replace 2018 Ambulance] Presented by: Capt Matthew Lehmann, EMS Captain

Background Information Our current ambulance is a 2018 model ambulance and has been having more and more extensive mechanical issues. This would give us a new chassis resulting in a more dependable response to emergency situations.

Budget Implications $274,250.00

Operational Impact Improved reliability and safety features. Fewer mechanical issues resulting in less down time.

Legal Review N/A

Staff Recommendation Staff recommends the purchase of a new chassis with our current patient compartment being refurbished.

Supporting Documentation and Attachments Attached

Customer Quote

9/12/2025 9:45:13 AM

Estimate No:	Q4907-0001
Quote Date:	9/12/2025
Expiration Date:	10/30/2025
Salesperson:	LL
Payment Terms:	Net 30

Invoice To: 10465

Mathew Lehmann
Hutchins Fire Rescue
1525 E. Wintergreen Rd.
Hutchins TX 75141
US

Deliver To:

Mathew Lehmann
Hutchins Fire Rescue
1525 E. Wintergreen Rd.
Hutchins TX 75141
US
Phone:972-225-3335

Order Instructions:

TERMS:

The unit will be invoiced approximately 30 days prior to vehicle completion and is due upon acceptance of the completed unit, unless alternate terms have been approved in writing.

All ownership documentation—including the Manufacturer's Statement of Origin (MSO), Buyer's Order, and delivery paperwork—will be held until full payment of all open invoices has been received. This won't delay you from inspecting or taking delivery—but you won't receive the paperwork until payment is complete.

A progress payment for the chassis portion will be invoiced upon arrival at the dealership and is due within 30 days of the invoice date. The remaining balance will be invoiced approximately 30 days prior to vehicle completion and is due upon delivery of the completed unit, unless alternate terms have been approved in writing.

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE-EMS-X	1.00	EA	$	218,950.00	$	218,950.00
	Remount Type I 14'						
Unit History: E-2235							
2	CHASSIS	1.00	EA	$	85,750.00	$	85,750.00
	2026 Ford F-450 Diesel 4X2						
This chassis price is derived from the latest information provided by Ford. The exact pricing details will not be available until the chassis physically arrives at the dealership, at which juncture adjustments to this price may be made. In the event of any price adjustment, you will receive written notification detailing the changes.							
3	DELIVERY-RMT	1.00	EA	$	0.00	$	0.00
	Remount Delivery to Customers						
Customer must pick up in Houston at Frazer or additional delivery charges will apply							
4	SpecDoc	1.00	EA	$	0.00	$	0.00
	Configurable item to create the SpecDoc						
5	CONTINGENCY	1.00	EA	$	5,000.00	$	5,000.00
	Customer Contingency Fund						

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

Customer Quote

9/12/2025 9:45:13 AM

Estimate No:	Q4907-0001
Quote Date:	9/12/2025
Expiration Date:	10/30/2025
Salesperson:	LL
Payment Terms:	Net 30

Order Instructions:

No.	Item	Qty	U/M:		Unit Price		Net Amount

Remit To:

Frazer, Ltd.
7219 Rampart Street
Houston TX 77081

Sale Amount:	309,700.00
Order Disc(0.0000%):	0.00
Surcharge:	N/A
Sales Tax:	0.00
Misc Charges:	0.00
Total Amount:	309,700.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

Defining the future of Mobile Healthcare.™

For your convenience, all module pricing has been itemized below per quote Q4907-0001 for Hutchins Fire Rescue :

Base Module	$	32,225.00
Chassis Exterior	$	40,725.00
Module Exterior	$	71,875.00
Chassis Interior	$	13,575.00
Module Interior	$	60,550.00
Module Total	**$**	**218,950.00**

Items included in above totals:

1. Pricing Model Year: 2025	$	
2. Old Chassis: Customer Will Pick Up - Make Road Ready	$	incl
3. Type I - Truck Front End with Modular Body 14' Module	$	incl
Chassis Exterior:		
4. Heat Shielding for Diesel Chassis	$	2,350.00
5. Aftermarket Vinyl Seats	$	1,300.00
6. 2 Chassis Keys Provided	$	incl
7. Chassis Paint Layout: Paint All One Color - FLNA 31670 (Base Coat BT650, Red PPG 926234)	$	7,650.00
8. Chassis : 2026 Ford F-450, Diesel, 4x2, Regular Cab, 108" Cab to Axle, PQ - Race Red	$	incl
9. Suspension: LiquidSpring	$	17,825.00
10. Camera System: Ford OEM Back-up Camera System	$	825.00
11. Wheel type: Factory Aluminum	$	incl
12. Road Force Elite tire and wheel balancing	$	incl
13. Chassis Steps: Luverne Running Boards	$	1,575.00
14. Grille Guard: Full Replacement Bumper	$	2,700.00
15. 10" and 12" Air Horns	$	1,675.00
16. Compressor Type: Standard	$	1,000.00
17. Air Horn Switching Options: Momentary	$	175.00
18. New Module Disconnect Switch	$	1,000.00
19. Mega Fuse Location: Inside the Engine Compartment	$	1,300.00
20. Ceramic Window Tint on Chassis Doors	$	550.00
21. Passenger's side Grille Light: Whelen M6 Red/Clear Light	$	200.00
22. Driver's side Grille Light: Whelen M6 Clear/Red Light	$	200.00
23. Passenger's side Intersect Light: Whelen M6 Red/Clear Light	$	200.00

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24. Driver's side Intersect Light: Whelen M6 Clear/Red Light	$	200.00
25. Additional Grille Guard Driver Side Light: Whelen M6 Clear/Red Light	$	650.00
26. Additional Grille Guard Passenger Side Light: Whelen M6 Red/Clear Light	$	650.00
27. UNOC #2469 - Install Whelen M6 Red/Clear Additional Grille Guard Lights selected in CPQ on lower, outside edge of full replacement bumper; Clear to front (see E3731)	$	incl
Chassis Exterior Subtotal	**$**	**40,725.00**

Module Exterior:

28. New Power Source: Onan 5.5kW Generator	$	11,450.00
29. Locking Gas Cap	$	incl
30. 20 hour(s) of Body Work	$	2,500.00
31. LizardSkin Thermal Coating on Module Roof - Roof Will be White	$	incl
32. Module Paint Layout: Non-White One Tone - FLNA 31670 (Base Coat BT650, Red PPG 926234). Includes new drip rails, doors, latches, doors grabbers, and license plate light.	$	28,875.00
33. No Design Package	$	incl
34. Frazer Provided Tier 2 - Standard Graphics	$	6,500.00
35. Remove Conspicuity on Rear Wall	$	1,000.00
36. Solid Color Conspicuity Squares on Entry Doors	$	525.00
37. Solid Color Conspicuity Strips on Compartment Doors	$	300.00
38. Hidden Switch Behind the Driver's Side Front Corner Stone Guard	$	375.00
39. Dri-Deck in Applicable Exterior Compartments	$	450.00
40. GTT Opticom (Infrared)	$	2,850.00
41. Opticom Switching: On with Primary and Cut-off with park	$	incl
42. New Battery Charger	$	675.00
43. Old A/C Unit: Save & Ship Loose	$	incl
44. New Dometic A/C with Exhaust Fan	$	9,175.00
45. All Cladding/Treadbrite: New	$	1,425.00
46. Keep Existing - SCBA Brackets in D/S Rear Storage Compartment, (1) on front wall and (1) back wall	$	incl
47. Keep Existing - Coat Hooks in D/S Rear Storage	$	incl
48. UNOC #2449 - Furnish and install threshold and ramp piece to protect weather stripping in intermediate compartment.	$	300.00
49. UNOC #2466 - Furnish and install (2) Streamlight Survivor LED flashlights in the D/S rear storage, on the rear wall, one behind the other; wired fail safe	$	925.00

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50. Module Window Option: Sliding Window	$	incl
51. Ceramic Window Tint on Rear and Side Entry Doors	$	550.00
52. Rear Wall Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light with Clear Lens	$	275.00
53. Rear Wall Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light with Clear Lens	$	275.00
54. Old Style Single Wire Marker Lights on Rear Wall	$	350.00
55. Lower BTTs: 2 Grote Lights on each side	$	incl
56. New Rear Bumper	$	1,100.00
57. New Door Grabbers	$	incl
58. New Cast License Plate Light	$	incl
59. Replace Gas Hold-Open at Side Entry	$	incl
60. Side Entry Step Threshold: Keep Existing Zico	$	incl
61. New Door Locks on Entry Doors and Front I/O	$	2,000.00
Module Exterior Subtotal	**$**	**71,875.00**

Chassis Interior:

62. Siren Speakers: Whelen SA 315 Speakers	$	incl
63. Tap-2 on Primary Siren	$	incl
64. Siren Option: Whelen C9 Siren in Console	$	incl
65. Mic 1 shipped loose	$	incl
66. Siren 2 Speakers: Whelen SA 315 Speakers	$	1,050.00
67. Siren 2 Option: Federal Signal EQ2B Siren in Electrical Compartment	$	3,200.00
68. Mic 2 shipped loose	$	incl
69. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	$	incl
70. Slot 1: Double Slot Switch Panel	$	incl
71. Slot 2: Joined with 1	$	incl
72. Slot 3: Siren 1	$	incl
73. Slot 4: Traffic Advisor Head	$	incl
74. Kussmaul USB/USB-C at Console	$	375.00
75. Console Switch Layout : Primary - Secondary - Air Horn - EQ2B - Kussmaul USB/USB-C - Blank - Blank - Rear Load - Interior Lights - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Start/Stop Genset -	$	incl
76. Console Layout: 4-Slot Console	$	incl
77. Front Base of Console: 120VAC	$	825.00

78. Front of Console: 12VDC wired Wired Battery Hot	$	450.00
79. Chassis Rear Wall: 3 High Glove Box Holder	$	375.00
80. Map Light: Light on both sides	$	675.00
81. Secure-Idle Anti-Theft System	$	1,000.00
82. UNOC #2452 - Furnish and install Havis console, per customer's specs, in lieu of standard Frazer console	$	3,625.00
83. UNOC #2453 - Furnish and install Carson SA-441-10F dual tone siren in console, in lieu of Whelen C9, with Tap-2; furnish and install Horn/Siren selector switch on Siren plate	$	500.00
84. UNOC ???? - EQ2B CYCLE/BRAKE switch on console at position #4; furnish and install foot switch on D/S in addition to switch at console	$	incl
85. UNOC #2451 - Furnish and install (1) Map/Dome LED light on P/S of chassis ceiling and (1) on D/S, Whelen P/N's 3SRCCDCR and 3FLANGEC, with individual switches at console; in lieu of map lights selected in CPQ (see E-3731)	$	200.00
Chassis Interior Subtotal	**$**	**13,575.00**

Module Interior:

86. New Lexan for Front Wall and Action Wall Cabinets	$	1,350.00
87. New Gunmetal Grey Interior Trim	$	575.00
88. Safety Yellow Powdercoated Side and Rear Entry Door Grab Rails (price partially covered under new Module Paint)	$	250.00
89. Safety Yellow Powdercoated Side and Rear Wall Grab Rails	$	525.00
90. Hospital Grade Power Strip in Front I/O Cabinet	$	350.00
91. Keep Existing - Fire extinguisher bracket on D/S stainless above Laydown O2	$	incl
92. New Stainless Steel Countertops	$	1,250.00
93. New Action Wall with SSCOR Suction	$	1,725.00
94. Location 1: 8 Switch panel	$	incl
95. Location 2: Single O2 Outlet	$	525.00
96. Location 3: Blank	$	incl
97. Location 4: Thermostat	$	incl
98. Location 6: Blank	$	incl
99. Location 7: Blank	$	incl
100. Location 8: Quad 120 VAC	$	incl
101. Location 9: Suction	$	incl

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102. Door Lock Switch at Action Wall	$	225.00
103. (1) Kussmaul USB/USB-C Device(s) at Action Wall	$	375.00
104. Action Wall Switch Layout : Interior Lights; Front Interior Light; Ventilation Fan; Unlock/Lock; Kussmaul USB/USB-C; Blank; Blank; Blank;	$	incl
105. Technimount LP-15 Monitor Mount (Heavy Duty) on the Action Wall Countertop	$	2,525.00
106. Keep Existing Sharps Container Bracket at Action Wall	$	incl
107. Keep Existing Action Wall Acrylic Holder	$	incl
108. Cabinet Aft CPR Seat	$	1,425.00
109. Genset Start/Stop Switch at Rear Doors	$	incl
110. Rear Door Switch Layout : Acknowledge; Start/Stop Genset; Dump/Bypass (Suspension); Rear Load;	$	incl
111. Frazer cushions at the Squad Bench	$	incl
112. Keep Existing Acrylic Holder and Sharps Bracket at Squad Bench	$	incl
113. Keep Existing Glove Box & Handrail	$	incl
114. Keep Existing Single O2 Outlet at the Squad Bench Wall	$	incl
115. Keep Existing Single O2 Outlet in Ceiling Raceway	$	incl
116. Driver and Passenger Side Safety Yellow Powdercoated Ceiling Grab Rails for 14' Unit	$	1,025.00
117. Stryker cot tower only (no antler and bar)	$	incl
118. Frazer Provided Stryker Power-LOAD System - Gen 2 (floor track, power harness, carriage and trolley)	$	40,500.00
119. New Loncoin II Onyx Floor	$	4,825.00
120. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	$	3,100.00
Module Interior Subtotal	**$**	**60,550.00**

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Last edited by trussell on September 12 2025

Email this quote along with your PO

to Lauren Lambert at llambert@frazerbilt.com

Remit To:

Per TMVCC, we are quoting this through our
licensed franchise dealer, Sterling McCall Ford.

Sterling McCall Ford
6445 Southwest Freeway
Houston, TX 77074

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

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TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a $350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

MARKET VOLATILITY AND FEATURE AVAILABILITY: Frazer strives to maintain transparency and proactive communication with its customers. Due to market volatility, supply chain disruptions, or other unforeseen circumstances, certain options, brand names, materials, or features may become unavailable during the production process. In such instances, Frazer will notify the customer promptly and work collaboratively to identify and implement suitable alternatives that uphold the functionality, quality, and design standards of the product. Frazer appreciates the customer's understanding as it navigates these challenges and remains committed to delivering products that meet or exceed customer expectations.

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PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

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Customer Initials: _____

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed $1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed $4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

Purchase Agreement

This PURCHASE AGREEMENT made this 12th day of September, 2025 between ("Vendor") Sterling McCall Ford located at 6445 Southwest Freeway Houston, TX 77074 and Hutchins Fire Rescue located at 1525 E. Wintergreen Rd. Hutchins TX 75141 ("Customer"). WHEREAS, Vendor desires to sell and Customer desires to purchase certain products, and/or services more specifically described in Q4907-1 dated 9/12/2025 for the total amount of $309,700.00 (hereafter "Products"),

Chassis details

- **Chassis Make: Ford**
- **Chassis Model: F-450**
- **Qty ordered: 1**
- **Quoted chassis price (each): $85,750.00**

NOW THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

1. Vendor agrees to sell and schedule pickup/delivery as described in Q4907-1 dated 9/12/2025 and Customer shall purchase from Vendor, the Products for the prices as set forth in detail on Q4907-1 dated 9/12/2025

2. The sale of the Products is governed by the terms and conditions set forth on Exhibit A, which is attached hereto and made a part hereof.

3. The Term of this Agreement shall commence on 9/12/2025 and expire 1 year from execution date or upon unit completion and acceptance, whichever is later.

4. If the parties have entered into any additional covenants, promises, terms and conditions not otherwise specified herein or in any schedule or Exhibit hereto, said special provisions shall be set forth in Exhibit A. If there shall be any conflict within the provisions of this Agreement, the following order of priority shall apply: this PURCHASE AGREEMENT, Exhibit A, Customer's purchase order, Vendor's invoice.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the day and year first above written.

Title Information
Enter Exactly as it needs to appear

Owner		**Lien Holder** *(If Applicable)*	
Name:	_____	Name:	_____
Address:	_____	Address:	_____
	_____		_____
	_____		_____

Purchase Agreement Signature Page

Hutchins Fire Rescue

Sign: _____

Print: _____

Title: _____

Date: _____

Insert Vendor Name (if applicable)

Sign: _____

Print: _____

Title: _____

Date: _____

Frazer, Ltd.

Sign: 

Print: Adam Fischer

Title: Vice President, Sales & Marketing

Date: _____

LIST OF EXHIBITS:
EXHIBIT A: Standard Terms and Conditions
EXHIBIT A

Standard Terms and Conditions

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APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed $1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed $4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

CITY OF HUTCHINS
RESOLUTION NO. R2025-11-1293

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE ONE NEW 2026 FORD CHASSIS FOR REMOUNT ON AMBULANCE FROM FRAZER, LTD AT THE QUOTED BID PRICE OF $309,700.00 UTILIZING BUY BOARD OF TEXAS; APPROPRIATING FUNDS FROM FISCAL YEAR 2025/2026 BUDGET; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on September 15, 2025, the City Council of the City of Hutchins approved Ordinance Number 2025-09-1212 officially adopting the Fiscal Year 2024/2025 Budget; and

WHEREAS, in the adopted Fiscal Year 2024/2025 Budget, funds were budgeted for the purchase of one (1) Ford Chassis for New Ambulance Remount, and

WHEREAS, Texas Local Government Code Section 791.001 authorizes members of the Local Government Purchasing Cooperative to utilize Buy Board in order to comply with State bidding requirements; and

WHEREAS, the City of Hutchins is a member of the Local Government Purchasing Cooperative; and

WHEREAS, the City has obtained a quote from Frazer Bilt of Houston for the 2025 Ford Chassis for Ambulance Remount utilizing Buy Board for the purchase this vehicle; and

WHEREAS, the bid quotes from the following vendor establishes the total price to purchase this vehicle as follows: Frazer Bilt for the purchase of the Ford Chassis for Ambulance Remount for $274,250.00; and Frazer Bilt for the purchase of the Power Load Stretcher System at $35,450.00, Budgeted in the Fire Department Operation Budget; and

WHEREAS, the City Council finds that it is in the best interest of the City and its citizens to authorize the City Administrator to purchase this vehicle for the above bids utilizing Buy Board of Texas contract pricing as detailed in the attached quotes.

NOW THEREFORE BE IT ORDAINED THAT THE CITY COUNCIL OF THE CITY OF HUTCHINS, DALLAS COUNTY, TEXAS:

SECTION 1. That the City Council of the City of Hutchins, Texas hereby authorizes the City Administrator to purchase the Ford Chassis Ambulance Remount and Required Stretcher System for the Fire Department for the quoted price of $309,700.00, and

SECTION 2. That the City Council of the City of Hutchins, Texas hereby authorizes the appropriation of said funds from the FY 2025/2026 Budget (General Fund).

SECTION 3. This resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 3rd of November 2025.

CITY OF HUTCHINS, TEXAS

_____

Mario Vasquez, Mayor

ATTEST:

_____

Cynthia Olguin, City Secretary

(10-20-2025: 4928-4373-1572, v. 1)

STAFF REPORT

MEETING DATE:	November 3, 2025
MEETING TYPE:	City Council
SUBMITTED BY:	Cynthia Olguin
AGENDA CAPTION:	Discuss and consider a Resolution designating an official newspaper for the City of Hutchins, texas, the fiscal year 2025-2026. Presented by Cynthia Olguin

Background Information

Section 52.004 of the Local Government Code provides that the City Council shall, as soon as practical after the beginning of each municipal year, designate a public newspaper of the city to be the official newspaper until another is selected.

The City's current Official Newspaper is the Daily Commercial Record. Staff has been pleased with the convenience and flexibility of a six-day publication schedule and online availability. The Rambler has a traditional printed newspaper that prints once a week with online availability.

Staff recommends designating the Daily Commercial Record as the Official Newspaper for 2025–2026 and the Rambler as the alternate newspaper for printed articles. Both newspapers meet the requirements under Section 552.004 of the Local Government Code.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

Staff recommend approval of the recommendation of the Daily Commercial Record as the official newspaper and the Rambler as the alternate.

Supporting Documentation and Attachments

Resolution

CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R2025-11-1294

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, DESIGNATING AN OFFICIAL NEWSPAPER OF THE CITY OF HUTCHINS, TEXAS, FOR THE FISCAL YEAR 2025-2026.

WHEREAS, Section 52.004 of the Local Government Code provides that the City Council shall, as soon as practical after the beginning of each municipal year, designate a public newspaper of the city to be the official newspaper until another is selected;

WHEREAS, Section 2051.0441 Texas Government Code sets out the criteria of a newspaper in which a notice must be published;

WHEREAS, the City Council finds that Daily Commercial Record and The Rambler are publication that meet all of the criteria legally required by the Texas Government Code; and

WHEREAS, the City Council for the City of Hutchins desires to officially designate the Daily Commercial as the official newspaper of the city for the fiscal year 2025-2026.

WHEREAS, the City Council for the City of Hutchins desires to designate the Rambler as the alternate newspaper of the city for the fiscal year 2025-2026.

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

Section 1: The City Council for the City of Hutchins hereby designates the Daily Commercial Record as the official newspaper, the same to continue as such until another is selected, and shall cause to be published therein all ordinances, notices, and other matters required by law or by ordinance to be published.

Section 2: The City Council for the City of Hutchins hereby designates the Rambler as the alternate official newspaper.

Section 3: Should any word, phrase, paragraph, section, or portion of this resolution be held to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining portions of the resolution shall not be affected thereby, and each such illegal, invalid, or unenforceable word, phrase, paragraph, section or portion shall not affect the resolution as a whole.

Section 4: This resolution shall become effective immediately upon its passage.

PASSED AND APPROVED BY THE HUTCHINS CITY COUNCIL ON THIS 3rd DAY OF NOVEMBER 2025.

CITY OFHUTCHINS

_____
MARIO VASQUEZ, MAYOR

ATTEST:

_____
CYNTHIA OLGUIN, CITY SECRETARY

STAFF REPORT

MEETING DATE:	November 03, 2025
MEETING TYPE:	City Council
SUBMITTED BY:	Mamun Yusuf
AGENDA CAPTION:	RESOLUTION R2025- of the CITY COUNCIL of the CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE CHANGE ORDER AGREEMENT WITH ESTRADA CONCREETE COMPANY LLC. TO COMPLETE LOWER RAWLINS (ARPA) WASTEWATER CONSTRUCTION PROJECT. Presented by: Mamun Yusuf, Director of Public Works

Background Information

This change order agreement authorizes the installation and transfer of three sanitary sewer services to the newly constructed Rawlins 21-inch sanitary sewer line. It also includes remobilization costs for the contractor to complete the remaining construction work. These adjustments are necessary to transfer the sewer flow to the recently completed southern shoreline interceptor main, and the timely completion of the ARPA funded project in accordance with the approved plans and specifications.

Budget Implications

$80,000.00

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

Staff recommend approving resolution R2025-XX-XXXX

Supporting Documentation and Attachments

CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R 2025-11-1295

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ACCEPTING THE CHANGE ORDER PROPOSAL RECEIVED IN ASSOCIATION WITH THE CONSTRUCTION OF RAWLINS 21-INCH TRUNK WASTEWATER MAIN PROJECT; AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A CHANGE ORDER AGREEMENT WITH ESTRADA CONCRETE COMPANY, LLC, IN AN AMOUNT NOT TO EXCEED $80,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS the City accepted the change order proposal for the Rawlins 21-inch Trunk Wastewater Main Construction Project ("the "Project"); and

WHEREAS the City Council of the City of Hutchins finds it in the best interest to the residents and businesses of the City of Hutchins to accept the change order proposal of Estrada Concrete Company, LLC, for the Project in an amount not to exceed $80,000.00.

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

SECTION 1. The City, acting through its governing body, hereby confirms that it accepts the change order proposal received by the City's Department of Public Works on October 3, 2025.

SECTION 2. For and on behalf of the City Council, the City Administrator is hereby authorized to negotiate and execute a change order contract with Estrada Concrete Company, LLC, in the amount not to exceed $80,000.00 for the Project.

SECTION 3. This Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 3rd day of November 2025.

CITY OF HUTCHINS, TEXAS

_____
Mario Vasquez, Mayor

ATTEST:

_____
Cynthia Olguin, City Secretary

EXHIBIT “A”

The Estrada Concrete Company, LLC Change Order #2

CITY OF HUTCHINS, TEXAS
LOWER RAWLINS 21-INCH SANITARY SEWER TRUNK
CHANGE ORDER NO. 2

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into between the City of Hutchins, Texas and Estrada Concrete Company, LLC, 650 Skyline Drive, Hutchins, Texas 75141, for construction of the Lower Rawlins 21-inch Sanitary Sewer Trunk project, dated October 7, 2024.

B. DESCRIPTION OF CHANGE

This change order covers the installation and transfers of three sanitary sewer services to the newly constructed Rawlins 21-inch sanitary sewer, along with remobilization required for the Contractor to complete construction of this project.

C. EFFECT OF CHANGE ON CONTRACT AMOUNT

This change order will have the following effect on the cost of this project:

Item No.	Description	Previous Quantity	Quantity This C.O.	Revised Quantity	Unit	Unit Price	Amount of Change
23	Remobilization & Demobilization	0	1	1	L.S.	$ 50,000.00	$ 50,000.00
24	Furnish, Install & Transfer Sanitary Sewer Service	0	3	3	Ea.	$ 10,000.00	$ 30,000.00
					Total:		**$ 80,000.00**

Original Contract Amount:	$	579,417.00
Change Order No. 1	$	(7,400.00)
Change Order No. 2	$	80,000.00
Revised Contract Amount:	**$**	**652,017.00**

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add the following additional calendar days to this project:

Original Contract Time	90	calendar days
Change Order No. 1	0	calendar days
Change Order No. 2	15	calendar days
Revised Contract Time:	**105**	**calendar days**

E. AGREEMENT

By the signatures below of duly authorized agents, the City of Hutchins, Texas and Estrada Concrete Company, LLC, do hereby agree to append this Change Order No. 2 to the original contract between themselves, dated October 7, 2024.

CITY OF HUTCHINS, TEXAS	**ESTRADA CONCRETE COMPANY, LLC**
Owner	Contractor
By: _____ *(signature)*	By: _____ *(signature)*
Name: _____ *(print name)*	Name: Chris Leach *(print name)*
Title: _____	Title: C.O.O
Date: _____	Date: 10/3/25
Attest: _____	Attest: _____

STAFF REPORT

MEETING DATE:	November 03, 2025
MEETING TYPE:	City Council
SUBMITTED BY:	Mamun Yusuf
AGENDA CAPTION:	Discuss and consider an Application Filing and Authorized Representative Resolution REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE FILLING OF AN APPLICATION FOR ASSISTANCE; AND MAKING CERTAIN FINDINGS IN CONNECTION THERWITH FOR HUTCINS WASTEWATER COLLECTION SYSTEM IMPROVEMENTS PROJECT. Presented by: Mamun Yusuf, Director of Public Works

Background Information

The City of Hutchins applied to the Texas Water Development Board (TWDB) in March 2025 for financial assistance under the Clean Water State Revolving Fund (CWSRF) for the Hutchins Wastewater Collection System Improvement Project. The project ranked 5th on the Intended Use Plan (IUP) with a total estimated cost of $14,500,000.

On October 3, 2025, TWDB issued a notice requesting the City to submit the final application for funding consideration under the CWSRF program. The attached resolution authorizes the filing of the application and designates the City's authorized representative.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

Staff recommend approving the Application Filing and Authorized Representative Resolution

Supporting Documentation and Attachments

TWDB-0201A
Rev 11/16

Application Filing and Authorized Representative Resolution

A RESOLUTION by the City Council of the City of Hutchins requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE City Council OF THE City of Hutchins:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed $ 14,500,000.00 to provide for the costs of Wastewater Collection System Improvements.

SECTION 2: That James Quin be and is hereby designated the authorized representative of the City of Hutchins for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Hutchins before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: Jorge Delgado
Hilltop Securities, Inc.

Engineer: William Moriarty P.E.
Moriarty & Assoc. LLC

Bond Counsel: Tonya Tarpeh
West & Associates, LLP

PASSED AND APPROVED, this the _____ day of_____, 20_____.

ATTEST: _____ By:_____

(Seal)

STAFF REPORT

MEETING DATE:	November 03, 2025
MEETING TYPE:	City Council
SUBMITTED BY:	Mamun Yusuf
AGENDA CAPTION:	RESOLUTION R2025- of the CITY COUNCIL of the CITY OF HUTCHINS, TEXAS, ACCEPTING THE BID PROPOSAL RECEIVED IN ASSOCIATION WITH THE WIDENING OF JJ LEMMON ROAD PROJECT; AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ESTRADA CONCRETE COMPANY, LLC, IN AN AMOUNT NOT TO EXCEED $467,912.00. Presented by: Mamun Yusuf, Director of Public Works

Background Information

City received 13 bids for widening and constructing 3-lane concrete pavement for JJ Lemmon Road from LH Road to the bridge. Estrada Concrete Co. submitted the lowest bid of $467,912. The Engineering Consultant reviewed the bids and recommended awarding the bid to Estrada Concrete Company, LLC.

Budget Implications

$467,912.00

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

Staff recommend approving resolution R2025-XX-XXXX

Supporting Documentation and Attachments

Kimley»Horn

October 21, 2025

Mamun Yusuf, P.E. (Director of Public Works)
City of Hutchins
321 North Main Street
P.O. Box 500
Hutchins, TX 75141

RE: J.J. Lemmon Road Widening
KHA No. 064410202
Project No. ST 064410202
Bid No. 2025-05

Dear Mr. Yusuf:

On October 14, 2025, the City of Hutchins received bids for the J.J. Lemmon Road Widening Project, (Bid 2025-05). The following bids were received:

Bidder	Base Bid
Estrada Concrete Company	$467,912.00
First Construction LLC	$501,835.48
McMahon Contracting LP	$546,516.15
Vlex construction LLC	$576,150.00
Axis Contracting, Inc.	$581,190.09
Jeske Construction Co.	$587,795.00
Texas Standard Construction, Ltd.	$628,313.15
Pavecon Public Works	$656,836.40
Capko Concrete Structures, LLC.	$678,934.26
Ed Bell Construction Company	$687,035.20
HQS Construction, LLC	$697,837.00
J&L Construction	$735,169.64
A T Construction, LLC	$788,059.00

Kimley-Horn and Associates, Inc. has reviewed the lowest bidders' qualifications and verified that the Contractor's bonding company is licensed in the State of Texas. Based on these reviews, it appears that Estrada Concrete Company is the lowest responsive bidder.

Enclosed is a copy of the Bid Tabulation for your reference. Thank you for the opportunity to be of service to the City of Hutchins. Should you have any questions or comments, please to not hesitate to contact us.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Brian Rentsch, P.E.

CHECKED BY: Brian Rentsch, P.E. 127852, 10/15/2025

Owner: City of Hutchins
Job No: 064410202
Project: JJ Lemmon Road Widening
ID: 2025-05

Item No.	Item Description	SPEC	Unit of Measure	Estimated Quantity	Estrada Concrete Company 650 Skyline Drive Hutchins, TX 75141		First Construction LLC 187 Coy Rd Weatherford, TX 76087		McMahon Contracting 3019 Roy Orr Blvd Grand Prairie, TX 75050		Vlex construction LLC 3586 Bent Oak East Greenvillr, TX 75401		Axis Contracting 218 Grant Dr Fate, TX 75189	
					Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
BASE BID														
1	MOBILIZATION AND SITE PREP (5% MAX BASE BID)	TS 1	LS	1.00	$18,000.00	$18,000.00	$23,896.92	$23,896.92	$26,572.00	$26,572.00	$26,160.00	$26,160.00	$28,000.00	$28,000.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING	TS 2	LS	1.00	$3,500.00	$3,500.00	$17,995.50	$17,995.50	$13,641.87	$13,641.87	$9,600.00	$9,600.00	$9,350.00	$9,350.00
3	REMOVE EX ASPHALT	NCTCOG 203.1	SY	1,957.00	$9.00	$17,613.00	$9.00	$17,613.00	$16.53	$32,349.21	$12.00	$23,484.00	$24.00	$46,968.00
4	REMOVE EX CONCRETE	NCTCOG 203.3	SY	232.00	$14.00	$3,248.00	$18.00	$4,176.00	$23.14	$5,368.48	$18.00	$4,176.00	$28.00	$6,496.00
5	REMOVE EX SIGN	NCTCOG 203.3	EA	3.00	$250.00	$750.00	$200.00	$600.00	$238.44	$715.32	$240.00	$720.00	$544.50	$1,633.50
6	REMOVE EX DRAINAGE PIPE	NCTCOG 203.3	LF	155.00	$10.00	$1,550.00	$18.00	$2,790.00	$35.00	$5,425.00	$36.00	$5,580.00	$10.00	$1,550.00
7	REMOVE EX DRAINAGE STRUCTURE/INLET	NCTCOG 203.3	EA	4.00	$500.00	$2,000.00	$1,500.00	$6,000.00	$987.59	$3,950.36	$960.00	$3,840.00	$900.00	$3,600.00
8	STORM WATER POLLUTION PREVENTION PLAN	NCTCOG 201	LS	1.00	$2,500.00	$2,500.00	$6,000.00	$6,000.00	$1,054.50	$1,054.50	$3,000.00	$3,000.00	$3,905.00	$3,905.00
9	SILT FENCE (INSTALL/MAINTAIN/REMOVE)	NCTCOG 201.5	LF	1,158.00	$2.00	$2,316.00	$4.00	$4,632.00	$2.28	$2,640.24	$5.00	$5,790.00	$6.30	$7,295.40
10	ROCK CHECK DAM	NCTCOG 201.9	EA	3.00	$250.00	$750.00	$1,000.00	$3,000.00	$1,026.00	$3,078.00	$1,500.00	$4,500.00	$1,932.50	$5,797.50
11	REMOVE EX TREE	NCTCOG 202.1	EA	20.00	$600.00	$12,000.00	$1,418.00	$28,360.00	$606.15	$12,123.00	$1,320.00	$26,400.00	$1,155.00	$23,100.00
12	TOPSOIL (4")	NCTCOG 202.2	SY	1,978.00	$4.50	$8,901.00	$4.29	$8,485.62	$6.35	$12,560.30	$7.00	$13,846.00	$7.00	$13,846.00
13	UNCLASSIFIED STREET EXCAVATION	NCTCOG 203.2	CY	532.00	$30.00	$15,960.00	$11.27	$5,995.64	$24.30	$12,927.60	$30.00	$15,960.00	$30.00	$15,960.00
14	BORROW	NCTCOG 203.4	CY	294.00	$25.00	$7,350.00	$10.20	$2,998.80	$32.62	$9,590.28	$36.00	$10,584.00	$25.00	$7,350.00
15	8" REINFORCED CONC PAVEMENT	NCTCOG 303	SY	2,864.00	$81.00	$231,984.00	$90.00	$257,760.00	$84.51	$242,036.64	$85.00	$243,440.00	$89.00	$254,896.00
16	8" LIME STABILIZED SUBGRADE @ 42#/SY (7% MIN)	NCTCOG 301.2	SY	3,030.00	$12.00	$36,360.00	$6.50	$19,695.00	$8.96	$27,148.80	$12.00	$36,360.00	$6.00	$18,180.00
17	HYDRATED LIME	NCTCOG 301.2	TON	64.00	$350.00	$22,400.00	$180.00	$11,520.00	$371.07	$23,748.48	$390.00	$24,960.00	$400.00	$25,600.00
18	6" REINFORCED CONC DRIVEWAY	NCTCOG 305.2	SY	198.00	$81.00	$16,038.00	$81.00	$16,038.00	$148.58	$29,418.84	$80.00	$15,840.00	$90.00	$17,820.00
19	6" FLEX BASE	NCTCOG 301.5	SY	172.00	$20.00	$3,440.00	$14.00	$2,408.00	$29.05	$4,996.60	$42.00	$7,224.00	$28.00	$4,816.00
20	BARRIER FREE RAMPS	NCTCOG 305.2	EA	2.00	$2,000.00	$4,000.00	$2,500.00	$5,000.00	$2,440.79	$4,881.58	$2,160.00	$4,320.00	$1,950.00	$3,900.00
21	6" ASPHALT PAVEMENT	NCTCOG 302	SY	31.00	$45.00	$1,395.00	$162.00	$5,022.00	$185.50	$5,750.50	$120.00	$3,720.00	$200.00	$6,200.00
22	METAL BEAM GUARD FENCE	NCTCOG 801.2	LF	72.00	$50.00	$3,600.00	$45.00	$3,240.00	$85.50	$6,156.00	$180.00	$12,960.00	$133.00	$9,576.00
23	REFL PAV MRK TY I (W) (6") (SLD) (100MIL)	TXDOT 0666	LF	1,096.00	$3.00	$3,288.00	$1.25	$1,370.00	$2.22	$2,433.12	$2.00	$2,192.00	$3.14	$3,441.44
24	REFL PAV MRK TY I (W) (8") (SLD) (100MIL)	TXDOT 0666	LF	193.00	$4.00	$772.00	$1.50	$289.50	$2.85	$550.05	$2.00	$386.00	$3.85	$743.05
25	REFL PAV MRK TY I (W) (24") (SLD) (100MIL)	TXDOT 0666	LF	60.00	$9.00	$540.00	$4.00	$240.00	$8.55	$513.00	$4.00	$240.00	$16.50	$990.00
26	REFL PAV MRK TY I (W) STANDARD ARROW (100MIL)	TXDOT 0666	EA	2.00	$350.00	$700.00	$225.00	$450.00	$228.00	$456.00	$300.00	$600.00	$269.50	$539.00
27	REFL PAV MRK TY I (W) STANDARD WORD (100MIL)	TXDOT 0666	EA	1.00	$300.00	$300.00	$250.00	$250.00	$456.00	$456.00	$300.00	$300.00	$544.50	$544.50
28	REFL PAV MRK TY I (Y) (4") (SLD) (100MIL)	TXDOT 0666	LF	1,502.00	$3.00	$4,506.00	$1.00	$1,502.00	$1.43	$2,147.86	$1.00	$1,502.00	$2.50	$3,755.00
29	REFL PAV MRK TY I-C	TXDOT 0672	EA	11.00	$23.00	$253.00	$90.00	$990.00	$22.80	$250.80	$30.00	$330.00	$11.00	$121.00
30	REFL PAC MRK TY II-A-A	TXDOT 0672	EA	26.00	$23.00	$598.00	$85.00	$2,210.00	$22.80	$592.80	$48.00	$1,248.00	$11.00	$286.00
31	FURNISH AND INSTALL NEW SIGN AND SIGNPOST ASSEMBLY	TXDOT 0644	EA	3.00	$650.00	$1,950.00	$1,500.00	$4,500.00	$678.30	$2,034.90	$2,160.00	$6,480.00	$1,131.90	$3,395.70
32	ADJUSTING MANHOLES	NCTCOG 502.1	EA	1.00	$500.00	$500.00	$2,500.00	$2,500.00	$2,138.12	$2,138.12	$1,200.00	$1,200.00	$400.00	$400.00
33	18" RCP CLASS III	NCTCOG 501.6	LF	166.00	$90.00	$14,940.00	$70.00	$11,620.00	$130.60	$21,679.60	$144.00	$23,904.00	$130.00	$21,580.00
34	21" RCP CLASS III	NCTCOG 501.6	LF	89.00	$100.00	$8,900.00	$90.00	$8,010.00	$155.84	$13,869.76	$156.00	$13,884.00	$150.00	$13,350.00
35	TRENCH SAFETY	NCTCOG 107.19.3	LF	255.00	$2.00	$510.00	$10.50	$2,677.50	$2.24	$571.20	$12.00	$3,060.00	$1.00	$255.00
36	SAFETY END TREATMENT	TXDOT 0467	EA	6.00	$2,000.00	$12,000.00	$1,500.00	$9,000.00	$1,649.39	$9,896.34	$2,160.00	$12,960.00	$2,500.00	$15,000.00
37	DRIVEWAY ANCHOR TERMINAL		EA	1.00	$2,500.00	$2,500.00	$3,000.00	$3,000.00	$2,793.00	$2,793.00	$5,400.00	$5,400.00	$950.00	$950.00
	TOTAL AMOUNT - BASE BID					$467,912.00		$501,835.48		$546,516.15		$576,150.00		$581,190.09

Jeske Construction Co.		Ltd.		Pavecon Public Works		Capko Concrete Structures, LLC.		Ed Bell Construction Company		HQS Construction, LLC		J&L Construction		A T Construction, LLC	
P.O. Box 59025 Dallas, TX 75229		P.O. Box 210768 Dallas, TX 75211		3022 Roy Orr Blvd Grand Prairie, TX 75050		P.O. Box 426 Azle, TX 76098		10605 Harry Hines Blvd Dallas, TX 75220		P.O. Box 250771 Plano, TX 75025		2220 San Jacinto Blvd (Suite 230) Denton, TX 76205		10908 Blaze Street Aubrey, TX 76227	
Unit Price	**Total Cost**	**Unit Price**	**Total Cost**	**Unit Price**	**Total Cost**	**Unit Price**	**Total Cost**	**Unit Price**	**Total Cost**	**Unit Price**	**Total Cost**	**Unit Price**	**Total Cost**	**Unit Price**	**Total Cost**
$29,400.00	$29,400.00	$26,650.00	$26,650.00	$26,481.60	$26,481.60	$31,609.00	$31,609.00	$30,000.00	$30,000.00	$33,230.00	$33,230.00	$57,677.00	$57,677.00	$30,000.00	$30,000.00
$9,000.00	$9,000.00	$49,312.00	$49,312.00	$10,041.30	$10,041.30	$10,327.00	$10,327.00	$18,517.70	$18,517.70	$30,000.00	$30,000.00	$21,501.00	$21,501.00	$30,000.00	$30,000.00
$9.00	$17,613.00	$12.70	$24,853.90	$11.10	$21,722.70	$30.00	$58,710.00	$10.00	$19,570.00	$30.00	$58,710.00	$12.64	$24,736.48	$20.00	$39,140.00
$22.00	$5,104.00	$31.50	$7,308.00	$54.90	$12,736.80	$36.00	$8,352.00	$20.00	$4,640.00	$30.00	$6,960.00	$26.40	$6,124.80	$30.00	$6,960.00
$100.00	$300.00	$35.00	$105.00	$554.70	$1,664.10	$200.00	$600.00	$200.00	$600.00	$200.00	$600.00	$470.33	$1,410.99	$200.00	$600.00
$7.00	$1,085.00	$3.95	$612.25	$35.90	$5,564.50	$33.00	$5,115.00	$20.00	$3,100.00	$40.00	$6,200.00	$83.61	$12,959.55	$15.00	$2,325.00
$200.00	$800.00	$1,690.00	$6,760.00	$896.50	$3,586.00	$363.00	$1,452.00	$500.00	$2,000.00	$750.00	$3,000.00	$3,849.75	$15,399.00	$400.00	$1,600.00
$3,500.00	$3,500.00	$1,285.00	$1,285.00	$2,378.50	$2,378.50	$2,500.00	$2,500.00	$15,000.00	$15,000.00	$3,000.00	$3,000.00	$4,842.00	$4,842.00	$15,000.00	$15,000.00
$5.00	$5,790.00	$6.90	$7,990.20	$3.20	$3,705.60	$4.00	$4,632.00	$6.00	$6,948.00	$4.00	$4,632.00	$20.66	$23,924.28	$8.00	$9,264.00
$1,200.00	$3,600.00	$905.00	$2,715.00	$1,120.70	$3,362.10	$327.00	$981.00	$1,600.00	$4,800.00	$750.00	$2,250.00	$2,061.00	$6,183.00	$2,500.00	$7,500.00
$200.00	$4,000.00	$1,025.00	$20,500.00	$1,176.70	$23,534.00	$1,064.00	$21,280.00	$950.00	$19,000.00	$1,200.00	$24,000.00	$1,134.00	$22,680.00	$750.00	$15,000.00
$5.00	$9,890.00	$6.95	$13,747.10	$7.50	$14,835.00	$9.00	$17,802.00	$5.00	$9,890.00	$7.00	$13,846.00	$15.75	$31,153.50	$30.00	$59,340.00
$34.00	$18,088.00	$43.10	$22,929.20	$60.70	$32,292.40	$61.00	$32,452.00	$25.00	$13,300.00	$65.00	$34,580.00	$16.63	$8,847.16	$35.00	$18,620.00
$20.00	$5,880.00	$61.25	$18,007.50	$97.70	$28,723.80	$50.00	$14,700.00	$25.00	$7,350.00	$65.00	$19,110.00	$17.63	$5,183.22	$35.00	$10,290.00
$119.00	$340,816.00	$82.50	$236,280.00	$101.60	$290,982.40	$92.00	$263,488.00	$120.00	$343,680.00	$90.00	$257,760.00	$80.83	$231,497.12	$90.00	$257,760.00
$7.00	$21,210.00	$16.00	$48,480.00	$17.57	$53,237.10	$20.00	$60,600.00	$13.00	$39,390.00	$15.00	$45,450.00	$11.15	$33,784.50	$30.00	$90,900.00
$330.00	$21,120.00	$295.00	$18,880.00	$338.20	$21,644.80	$400.00	$25,600.00	$475.00	$30,400.00	$400.00	$25,600.00	$502.11	$32,135.04	$500.00	$32,000.00
$110.00	$21,780.00	$119.00	$23,562.00	$96.70	$19,146.60	$102.00	$20,196.00	$155.00	$30,690.00	$90.00	$17,820.00	$145.21	$28,751.58	$90.00	$17,820.00
$16.00	$2,752.00	$52.95	$9,107.40	$28.90	$4,970.80	$28.00	$4,816.00	$40.00	$6,880.00	$20.00	$3,440.00	$70.09	$12,055.48	$35.00	$6,020.00
$3,500.00	$7,000.00	$2,930.00	$5,860.00	$2,677.90	$5,355.80	$3,000.00	$6,000.00	$2,500.00	$5,000.00	$4,500.00	$9,000.00	$6,222.50	$12,445.00	$2,000.00	$4,000.00
$60.00	$1,860.00	$69.00	$2,139.00	$227.90	$7,064.90	$108.00	$3,348.00	$100.00	$3,100.00	$90.00	$2,790.00	$232.97	$7,222.07	$100.00	$3,100.00
$100.00	$7,200.00	$109.70	$7,898.40	$67.20	$4,838.40	$116.00	$8,352.00	$100.00	$7,200.00	$100.00	$7,200.00	$192.36	$13,849.92	$200.00	$14,400.00
$3.00	$3,288.00	$1.95	$2,137.20	$3.20	$3,507.20	$3.42	$3,748.32	$1.50	$1,644.00	$4.00	$4,384.00	$6.52	$7,145.92	$10.00	$10,960.00
$5.00	$965.00	$2.25	$434.25	$3.90	$752.70	$4.20	$810.60	$2.00	$386.00	$5.00	$965.00	$27.76	$5,357.68	$10.00	$1,930.00
$15.00	$900.00	$14.50	$870.00	$16.80	$1,008.00	$18.00	$1,080.00	$12.00	$720.00	$15.00	$900.00	$95.75	$5,745.00	$20.00	$1,200.00
$250.00	$500.00	$450.00	$900.00	$274.60	$549.20	$294.00	$588.00	$250.00	$500.00	$400.00	$800.00	$2,710.50	$5,421.00	$500.00	$1,000.00
$230.00	$230.00	$490.00	$490.00	$554.70	$554.70	$594.00	$594.00	$300.00	$300.00	$400.00	$400.00	$5,151.00	$5,151.00	$500.00	$500.00
$2.00	$3,004.00	$1.60	$2,403.20	$1.80	$2,703.60	$1.92	$2,883.84	$1.00	$1,502.00	$2.50	$3,755.00	$4.58	$6,879.16	$10.00	$15,020.00
$10.00	$110.00	$6.95	$76.45	$11.20	$123.20	$12.00	$132.00	$10.00	$110.00	$40.00	$440.00	$457.73	$5,035.03	$20.00	$220.00
$10.00	$260.00	$7.60	$197.60	$11.20	$291.20	$12.00	$312.00	$10.00	$260.00	$40.00	$1,040.00	$210.58	$5,475.08	$20.00	$520.00
$800.00	$2,400.00	$420.00	$1,260.00	$1,526.00	$4,578.00	$834.00	$2,502.00	$1,000.00	$3,000.00	$1,200.00	$3,600.00	$2,413.67	$7,241.01	$800.00	$2,400.00
$400.00	$400.00	$1,585.00	$1,585.00	$1,344.80	$1,344.80	$250.00	$250.00	$5,500.00	$5,500.00	$1,000.00	$1,000.00	$2,933.00	$2,933.00	$400.00	$400.00
$110.00	$18,260.00	$109.50	$18,177.00	$109.80	$18,226.80	$194.00	$32,204.00	$130.00	$21,580.00	$125.00	$20,750.00	$153.42	$25,467.72	$120.00	$19,920.00
$120.00	$10,680.00	$124.00	$11,036.00	$142.30	$12,664.70	$200.00	$17,800.00	$150.00	$13,350.00	$150.00	$13,350.00	$174.42	$15,523.38	$150.00	$13,350.00
$2.00	$510.00	$19.50	$4,972.50	$5.60	$1,428.00	$2.50	$637.50	$0.50	$127.50	$5.00	$1,275.00	$20.69	$5,275.95	$100.00	$25,500.00
$1,000.00	$6,000.00	$3,917.00	$23,502.00	$1,400.90	$8,405.40	$1,750.00	$10,500.00	$2,500.00	$15,000.00	$5,000.00	$30,000.00	$2,101.17	$12,607.02	$3,500.00	$21,000.00
$2,500.00	$2,500.00	$5,290.00	$5,290.00	$2,829.70	$2,829.70	$1,980.00	$1,980.00	$2,000.00	$2,000.00	$6,000.00	$6,000.00	$5,549.00	$5,549.00	$2,500.00	$2,500.00
	$587,795.00		$628,313.15		$656,836.40		$678,934.26		$687,035.20		$697,837.00		$735,169.64		$788,059.00

PROJECT:

City of Hutchins - JJ Lemmon Road Widening

2025-05

BIDDER:

Estrada Concrete Company

TOTAL BID:

$467,912.00

COMPLETION TIME:

90 Calendar Days

BIDDER INFO:

650 Skyline Drive

Hutchins,TX 75141

P: 9724893145

F:

BID TOTALS

BASE BID	Total
Base Bid	$467,912.00
Total	$467,912.00

Base Bid

No.	Description	Unit	Qty	Unit Price	Ext Price
1	MOBILIZATION AND SITE PREP (5% MAX BASE BID) (TS 1)	LS	1	$18,000.00	$18,000.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TS 2)	LS	1	$3,500.00	$3,500.00
3	REMOVE EX ASPHALT (NCTCOG 203.1)	SY	1957	$9.00	$17,613.00
4	REMOVE EX CONCRETE (NCTCOG 203.3)	SY	232	$14.00	$3,248.00
5	REMOVE EX SIGN (NCTCOG 203.3)	EA	3	$250.00	$750.00
6	REMOVE EX DRAINAGE PIPE (NCTCOG 203.3)	LF	155	$10.00	$1,550.00
7	REMOVE EX DRAINAGE STRUCTURE/INLET (NCTCOG 203.3)	EA	4	$500.00	$2,000.00
8	STORM WATER POLLUTION PREVENTION PLAN (NCTCOG 201)	LS	1	$2,500.00	$2,500.00
9	SILT FENCE (INSTALL/MAINTAIN/REMOVE) (NCTCOG 201.5)	LF	1158	$2.00	$2,316.00
10	ROCK CHECK DAM (NCTCOG 201.9)	EA	3	$250.00	$750.00
11	REMOVE EX TREE (NCTCOG 202.1)	EA	20	$600.00	$12,000.00
12	TOPSOIL (4") (NCTCOG 202.2)	SY	1978	$4.50	$8,901.00
13	UNCLASSIFIED STREET EXCAVATION (NCTCOG 203.2)	CY	532	$30.00	$15,960.00
14	BORROW (NCTCOG 203.4)	CY	294	$25.00	$7,350.00
15	8" REINFORCED CONC PAVEMENT (NCTCOG 303)	SY	2864	$81.00	$231,984.00
16	8" LIME STABILIZED SUBGRADE @ 42#/SY (7% MIN) (NCTCOG 301.2)	SY	3030	$12.00	$36,360.00
17	HYDRATED LIME (NCTCOG 301.2)	TON	64	$350.00	$22,400.00

18	6" REINFORCED CONC DRIVEWAY (NCTCOG 305.2)	SY	198	$81.00	$16,038.00
19	6" FLEX BASE (NCTCOG 301.5)	SY	172	$20.00	$3,440.00
20	BARRIER FREE RAMPS (NCTCOG 305.2)	EA	2	$2,000.00	$4,000.00
21	6" ASPHALT PAVEMENT (NCTCOG 302)	SY	31	$45.00	$1,395.00
22	METAL BEAM GUARD FENCE (NCTCOG 801.2)	LF	72	$50.00	$3,600.00
23	REFL PAV MRK TY I (W) (6") (SLD) (100MIL) (TXDOT 0666)	LF	1096	$3.00	$3,288.00
24	REFL PAV MRK TY I (W) (8") (SLD) (100MIL) (TXDOT 0666)	LF	193	$4.00	$772.00
25	REFL PAV MRK TY I (W) (24") (SLD) (100MIL) (TXDOT 0666)	LF	60	$9.00	$540.00
26	REFL PAV MRK TY I (W) STANDARD ARROW (100MIL) (TXDOT 0666)	EA	2	$350.00	$700.00
27	REFL PAV MRK TY I (W) STANDARD WORD (100MIL) (TXDOT 0666)	EA	1	$300.00	$300.00
28	REFL PAV MRK TY I (Y) (4") (SLD) (100MIL) (TXDOT 0666)	LF	1502	$3.00	$4,506.00
29	REFL PAV MRK TY I-C (TXDOT 0672)	EA	11	$23.00	$253.00
30	REFL PAC MRK TY II-A-A (TXDOT 0672)	EA	26	$23.00	$598.00
31	FURNISH AND INSTALL NEW SIGN AND SIGNPOST ASSEMBLY (TXDOT 0644)	EA	3	$650.00	$1,950.00
32	ADJUSTING MANHOLES (NCTCOG 502.1)	EA	1	$500.00	$500.00
33	18" RCP CLASS III (NCTCOG 501.6)	LF	166	$90.00	$14,940.00
34	21" RCP CLASS III (NCTCOG 501.6)	LF	89	$100.00	$8,900.00
35	TRENCH SAFETY (NCTCOG 107.19.3)	LF	255	$2.00	$510.00
36	SAFETY END TREATMENT (TXDOT 0467)	EA	6	$2,000.00	$12,000.00
37	DRIVEWAY ANCHOR TERMINAL	EA	1	$2,500.00	$2,500.00
					Subtotal: $467,912.00

ACKNOWLEDGE ADDENDA

NAME	ACKNOWLEDGEMENT DATE
Addendum 1	10/14/2025 13:39:48 PM
Addendum 2	10/14/2025 13:39:49 PM

REQUIRED DOWNLOADS

TYPE	NAME	DOWNLOAD DATE
Plans	City of Hutchins - JJ Lemmon - IFB Plans	9/22/2025 8:15:51 AM
Bid Docs	City of Hutchins - JJ Lemmon - Project Manual (Addendum 1)	10/13/2025 8:46:28 AM
Addenda	Addendum 1	10/14/2025 8:34:35 AM
Online Bidding	Bidform	10/14/2025 8:35:18 AM
Addenda	Addendum 2	10/13/2025 8:48:22 AM

BID BOND

CONTRACTOR'S BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That we Estrada Concrete Company, LLC, Principal, and American Alternative Insurance Corporation a, corporation duly organized under the laws of the State of Delaware, and authorized to issue surety bonds in the State of Texas, Surety herein, are held and firmly bound unto the City of Hutchins (Owner) in the sum of Five Percent of the Greatest Amount Bid- - - - dollars and No cents ($ 5% G A B) for the payment of which sum we will bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a bid to Owner on a contract for the Owner's **JJ Lemmon Road Widening Project.**

NOW, THEREFORE, if the Owner shall accept the bond of the Principal and the Principal shall enter into a contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, then this obligation shall be null and void, otherwise to remain in full force and effect and the amount hereof shall be paid to and retained by Owner as liquidated damages for Principal's failure to do so.

IN WITNESS WHEREOF, this instrument has been executed by the duly authorized representatives of the Principal and the Surety.

Signed and scaled this 14th day of October, 2025.

Estrada Concrete Company, LLC
Principal (Signature)

Chris Leach
Typed / Printed Name

By: C.O.O
Title

American Alternative Insurance Corporation
(NAME OF SURETY)

By: Kristi Dale
Attorney-in-Fact Kristi Dale

CERTIFIED COPY

POWER OF ATTORNEY

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

Russ Frenzel; Brady K. Cox; William D. Baldwin; Brent Baldwin; Michael B. Hill; Keith Rogers; Sam Freireich; Brock Anglin; Cindy Alford; Yamillec Ramos; Neira Hernandez; Katherine Vanikiotis; and Kristi Dale

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000)**
Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to thesame extent as if signed by the President of said Company under its corporate seal attested by its Secretary.
This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.

By: _____
Michael G. Kerner
President

Attest: _____
Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.

_____
Jillian Sanfilippo, Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

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

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

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

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

   FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.
4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 14th day of October, 2025.

AMERICAN ALTERNATIVE INSURANCE CORPORATION

_____
Ignacio Rivera
Deputy General Counsel & Secretary

Munich RE ®

Bond Verification

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

essuretyuwsupport@munichre.com

Bond Claims or Notices

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

p0060014688@munichre.com

or

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

Estrada Concrete Company LLC

2

☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

City of Hutchins

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

N/A

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For vendor or other person doing business with local governmental entity

5 **Name of local government officer with whom filer has affilitation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each affiliation or business relationship.

6 **Describe any other affiliation or business relationship that might cause a conflict of interest.**

N/A

7

Signature of person doing business with the governmental entity

10/14/2025

Date

STATE OF TEXAS – FORM CIQ
CONFLICT OF INTEREST QUESTIONNAIRE

For A Vendor or Other Person Doing Business with the City of Hutchins

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose on this form the vendor name, person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, the questionnaire must be filed with the Finance Director of the City of Hutchins not later than the 7th business day after the date the person becomes aware of the facts that require the statement to be filed.

Please return the completed form to City of Hutchins, Attn: Finance, PO Box 500, Hutchins, TX 75141.

See Section 176.006 of the Local Government Code for further details. Note: A person commits an offense (Class C misdemeanor) if the person violates Section 176.006.

A City of Hutchins employee or officer is defined as a member of the Hutchins City Council, person serving on any City board, and any employee of the City that makes purchasing decisions or recommendations regarding the use of funds of the City or said corporations.

1. Please provide the following information:

Company Name:	Estrada Concrete Company LLC
Representative Name:	Chris Leech
Address / Phone:	650 Skyline Drive Hutchins Tx 972-489-3145

2. Check this box if you are filing an update to a previously filed questionnaire. ☐

3. Name of each employee, official, or contractor of the City of Hutchins who makes purchasing decisions or recommendations regarding the use of funds of the City or corporations listed above and describe the affiliation or business relationship with your firm.

Name	Affiliation or Business Relationship
Fransisco Estrada	owner

State of Texas-Conflict of Interest Form (CIQ)
Continued
Page 2

Complete item 4 below only if you have listed someone in item 3 on the previous page. This section must be completed for each officer with whom the vendor/business (filer) has an affiliation or other relationship. Attach additional pages, if necessary.

4. Name of City of Hutchins officer with whom the vendor/business has affiliation or business relationship.

Estrada Concrete Company LLC

A	Is the City of Hutchins employee or officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?	YES	NO
B	Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the City of Hutchins officer named in this section and the taxable income is not from the City of Hutchins?	YES	NO
C	Is the filer of this questionnaire affiliated with a corporation or other business entity that the City of Hutchins employee or officer serves as an officer or director, or hold an ownership of 10 percent or more?	YES	NO
D	Describe each affiliation or business relationship.		

5. Signature

Signature of person doing business with the City of Hutchins (filer)

10/14/25
Date



Dear Policyholder,

Thank you for choosing Federated Insurance to handle your insurance and risk management needs. The attached certificate document(s) have been issued or updated.

Please feel free to contact us with any additional changes, additions or deletions that may be needed by contacting the Federated Client Contact Center at:

E-mail: clientcontactcenter@fedins.com
Phone: 1-888-333-4949
Fax: 507-446-4664

Thank you for your business!

Client Contact Center

Enclosed:
Certificate Document(s)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
INSURED 162-450-1 ESTRADA CONCRETE COMPANY, LLC 650 SKYLINE DR HUTCHINS, TX 75141-4147	INSURERS AFFORDING COVERAGE — NAIC # INSURER A: FEDERATED MUTUAL INSURANCE COMPANY — 13935 INSURER B: FEDERATED RESERVE INSURANCE COMPANY — 16024 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 146** **REVISION NUMBER: 0**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	N	N	9829518	04/10/2024	04/10/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	N	N	9829518	04/10/2024	04/10/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	N	N	9829519	04/10/2024	04/10/2025	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	9829520	04/10/2024	04/10/2025	X PER STATUTE OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

PROJECT NAME: SIDEWALK IMPROVEMENTS
2024-04
NO SPECIFIC GENERAL LIABILITY EXCLUSIONS FOR: X, C, U (EXPLOSION, COLLAPSE, UNDERGROUND).

CERTIFICATE HOLDER	CANCELLATION
162-450-1 146 0 CITY OF HUTCHINS 321 NORTH MAIN STREET, PO BOX 500 HUTCHINS, TX 75141, TX 75141	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1376508

Date Filed:
10/14/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Estrada Concrete Company
Hutchins, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Bid 2025-05
JJ LEMMON ROAD WIDENING PROJECT

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Leach, Chris	Hutchins, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Chris Leach, and my date of birth is 11/17/80.

My address is 600 Skyline Drive, Hutchins (city), TX (state), 75141 (zip code), US (country).

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

Executed in Dallas County, State of Texas, on the 14 day of October (month), 2025 (year).

CL

Signature of authorized agent of contracting business entity
(Declarant)

STATE RECIPROCAL REQUIREMENT

The City of Hutchins, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Article 601g v.t.c.s.). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.

1. Where is your principal place of business? Hutchins Tx

2. Only if your principal place of business is not in the state of Texas, please indicate:

   A. In which state is your principal place of business located? Texas

   B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES (NO)

   C. If "YES", what is that dollar increment or percentage? _____

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firms, partnership, or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor: Estrada Concrete Company LLC

Address: 650 Skyline Drive

City, State, Zip: Hutchins Tx 75141

Signature of company official authorizing this bid: C

Printed Name: Chris Leal

Title: C.O.O

QUALIFICATION STATEMENT OF BIDDER
REFERENCE STATEMENT OF BIDDER'S SURETY

Bidder: Estrada Concrete Company LLC

Address: 650 Skyline Drive Hutchins TX 75141

1. For this Bidder, how many contracts that are now complete has this surety furnished contract bonds?
   20+
2. For this Bidder, how many incomplete contracts has this surety furnished contract bonds?
   16
3. What is the maximum bonding capacity of this Bidder? $ 250 mil
4. Does the current financial information on this Bidder indicate solvency and a financial ability to complete this contract? Yes
5. Does the information available to this surety indicate that the contractor pays accounts when due?
   Yes If not, give details:

REMARKS:

Surety: Assured Partners

Signed:

Title OWNER

Address: 5930 Preston View

Phone: 469-263-0445

Qualification Statement of Bidder
QB-6

IMMIGRATION REFORM AND CONTROL ACT

Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Hutchins supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Contractor shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Contractor if the City determines that (a) the Contractor or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Contractor fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Contractor or its Subcontractors fail to timely notify the City of an IRCA violation.

Estrada Concrete Company LLC
Contractor Name

Signature

10/14/25
Date

Vendors Compliance

CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R 2025-11-1296

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ACCEPTING THE BID PROPOSAL RECEIVED IN ASSOCIATION WITH THE WIDENING OF JJ LEMMON ROAD PROJECT; AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ESTRADA CONCRETE COMPANY, LLC IN AN AMOUNT NOT TO EXCEED $467,912.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS the City accepted the bid proposal for the JJ Lemmon Road widening Project ("the "Project"); and

WHEREAS the City has accepted the bid proposal of Estrada Concrete Company, LLC. for the Project; and

WHEREAS the City Council of the City of Hutchins finds it in the best interest to the residents and businesses of the City of Hutchins to accept the bid proposal of Estrada Concrete Company, LLC for the Project in an amount not to exceed $467,912.00.

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

SECTION 1. The City, acting through its governing body, hereby confirms that it accepts the bid proposal received by the City's Department of Public Works on October 14, 2025.

SECTION 2. The City, acting through its governing body, hereby confirms that it awards the Project to Estrada Concrete Company, LLC at the submitted bid proposal of $467,912.00 as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 3. For and on behalf of the City Council, the City Administrator is hereby authorized to negotiate and execute a contract with Estrada Concrete Company, LLC in the amount not to exceed $467,912.00 for the Project.

SECTION 4. This Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 3rd day of November 2025.

CITY OF HUTCHINS, TEXAS

_____

Mario Vasquez, Mayor

ATTEST:

_____

Cynthia Olguin, City Secretary

EXHIBIT "A"
Estrada Concrete Company, LLC Bid Proposal & Award Letter

STAFF REPORT

MEETING DATE:	November 03, 2025
MEETING TYPE:	City Council
SUBMITTED BY:	Mamun Yusuf
AGENDA CAPTION:	RESOLUTION R2025- of the CITY COUNCIL of the CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE STREET BOND PROGRAM SUPPORT SERVICE AGREEMENT WITH KIMLEY HORN & ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED $53,000.00 Presented by: Mamun Yusuf, Director of Public Works

Background Information

The City of Hutchins has requested Kimley-Horn to assist with developing supporting documentation for the upcoming bond program. The Client requires professional support services to provide an analysis of existing information, preparation of a prioritized list of roadway projects that may be included in a bond proposition, preparation of project costing information, and presentation support for effective communication with City Council, the Bond Committee, and members of the public.

Budget Implications

$53,000.00

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

Staff recommend approving resolution R2025-XX-XXXX

Supporting Documentation and Attachments

October 13th, 2025

Mamun Yusuf, P.E.
Director of Public Works
City of Hutchins
321 North Main Street
P.O. Box 500
Hutchins, TX 75141
(972) 255-6121
myusuf@cityofhutchinstx.gov

Re: Scope of Services for Roadway Bond Support Services
Hutchins, Texas

Dear Mr. Yusuf,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") submits this Letter Agreement ("Agreement") to the City of Hutchins ("Client" or "City") for providing professional services ("Project").

Project Understanding

The City of Hutchins has requested Kimley-Horn to assist with developing supporting documentation for the upcoming bond program. The Client requires professional support services to provide an analysis of existing information, preparation of a prioritized list of roadway projects that may be included in a bond proposition, preparation of project costing information, and presentation support for effective communication with City Council, the Bond Committee, and members of the public.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1. Project Management (10 hours)

- The Consultant will coordinate one (1) project kickoff meeting to discuss the project schedule and other items detailed in tasks 2-4. The development of up to one (1) project schedule to be shared with the Client.
- Upon request of the Client, up to two (2) interim emailed status updates will be provided.
- The Consultant will manage all internal project coordination.

Task 2. Data Collection and Prioritization Analysis (95 Hours)

- Analyze Pavement Condition Index (PCI) data provided by the Client from 2017/2018 and 2023.
- Traffic study to review and provide analysis of 2024 TxDOT traffic count data for up to 10 corridors within the City of Hutchins. Incorporate traffic projections into street prioritization recommendations.
- Prepare an MS PowerPoint presentation and summary matrix to support the prioritization of

streets projects, based on:
    - Existing roadway conditions
    - Traffic volumes and projections, based on TxDOT 2024 data
    - General overview of project area demographics
    - Relevant 2024 comprehensive plan information
    - Existing zoning and land-use data
    - Recently completed and future development projects, and major employers
- Roadway conditions will be evaluated using industry standard benchmarks to identify primary reconstruction priorities.
- Include clear maps, graphics, and summaries to support communicating technical findings to decision-makers and the public.

Deliverables

- MS PowerPoint presentation including
    - Prioritization framework and project ranking recommendations.
    - Visual aids (maps, charts, infographics)
- Roadway List A: Compile up to ten (10) conceptual one-page roadway reconstruction project cost summaries for top ranking roadway projects.
- Roadway List B: Compile streets needing maintenance work (will not be included in bond proposal)
- Roadway List C: List of existing streets in acceptable condition

Task 3. Meeting Support (30 Hours)

- Attendance for up to two (2) meetings
- Document and summarize feedback gathered during meetings.
- Incorporate community feedback into the project priority list. Reflect reprioritization of projects based on community and council feedback.
- Propose project design and construction grouping recommendations.

Deliverables

- Attendance and Presentation support meetings; public meetings, workshops, and City Council sessions.
- Summary reports capturing key takeaways from stakeholder engagement.
- Updated MS PowerPoint presentation updated prioritization matrix including stakeholder input.

Task 4. Funding Opportunity Support Services (20 Hours)

- Utilizing the prioritized list of roadway projects identified in Tasks 1-3, Consultant will conduct a high-level funding analysis search of Federal, State, Local, or other non-governmental sources that suit the Client's project profile.
- Consultant will prepare a Matrix that includes identified funding opportunities that align with the provided project list.
- Consultant will provide supporting documentation for each funding mechanism, identifying (program source, critical dates, local match requirements, program priority summary, and eligibility).
- Consultant will prepare a presentation as part of this task and schedule one (1) submittal meeting to review findings.

Deliverables

- Matrix:
  - Project list
  - Funding Opportunities
  - Funding Opportunities Information
- Presentation of findings:
  - Identified funding sources
  - Project recommendations

Assumptions

Kimley-Horn's scope and fee are based on the following assumptions:

- Public meetings will rely primarily on computer-based presentation materials and will include minimal physical support materials
- Meeting will be arranged and conducted by City Staff
- Presentations will generally utilize the same presentation materials
- The client will make known any specific priorities at the kickoff meeting and will coordinate with the Consultant if new information arises after the kick-off meeting, which would impact the project list evaluation.

If any of these assumptions are not correct, then the scope and fee may change.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Cost-benefit analyses for proposed projects to promote efficient allocation of bond funding.
- Additional Public Meetings, Council Meetings, Executive Briefings, or presentations beyond those identified in the scope above.
- Traffic data collection and analysis
- Provide subject matter experts to support City staff in explaining project data
- Other services not specifically listed above

Information Provided by the Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client, the Client's consultants, or representatives.

- 2017/18 PCI Information
- 2023 PCI Information
- City GIS Information
- City Master Thoroughfare Plan

Schedule

Kimley-Horn will provide the services listed in the Scope of Services as expeditiously as practicable with the goal of providing tasks 1 and 2 deliverables within four months of written notice-to-proceed.

The support services will be provided over the life of the streets bond program, with phased deliverables aligned to the Client's project milestones:

1. Initial Data Collection & Assessment – 1 month
2. Analysis & Prioritization – Month 3–4
3. Meeting Support and Attendance

Fee and Expenses

Kimley-Horn will perform the following services on a labor fee plus expense basis with labor fees billed on an hourly basis. The hourly fee is budgeted based on Kimley-Horn's experience with similar projects. Kimley-Horn will not exceed the maximum hourly labor fee shown without prior authorization from the Client, however, Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. Labor fee will be billed on an hourly basis according to our then-current rates.

Task Number & Name		Fee	Type
1	Project Management	$5,000	Hourly, Not-to-Exceed
2	Data Collection and Prioritization Analysis	$30,000	Hourly, Not-to-Exceed
3	Meeting Support	$10,000	Hourly, Not-to-Exceed
4	Funding Opportunity Support Services	$8,000	Hourly, Not-to-Exceed
Total		$ 53,000	

Labor fee will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Hutchins.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

Please email all invoices to: _____

Please copy: _____

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed: L. Nathan Ante

Printed Name: Nathan Ante

Title: Contract Specialist

Mamun Yusuf, P.E.

SIGNED: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____

Client's Federal Tax ID: _____

Client's Business License No.:_____

Client's Street Address:
_____
_____

Kimley»Horn

Hourly Labor Rate Schedule

Classification	*Rate*
Analyst	$175 - $260
Professional	$250 - $315
Senior Professional I	$275 - $380
Senior Professional II	$370 - $400
Senior Technical Support	$170 - $295
Support Staff	$115 - $160
Technical Support	$130 - $165

Effective through December 31, 2025

Subject to adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

2) **Client's Responsibilities**. In addition to other responsibilities herein or imposed by law, the Client shall:
   a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
   b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
   c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
   d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
   e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
   f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
   g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
   h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.

3) **Period of Services**. Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.

4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
   a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
   b. The Client will remit all payments electronically to:
      Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
      Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
      Account Number: 2073089159554
      ABA#: 121000248
   c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
   d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
   e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
   f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.

Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.

5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.

6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at https://www.kimley-horn.com/khts-software-license-agreement ("the License Agreement") which terms are incorporated herein by reference.

7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.

9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.

10) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND KIMLEY-HORN, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF KIMLEY-HORN AND KIMLEY-HORN'S OFFICERS, DIRECTORS,

EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, ATTORNEYS' FEES (INCLUDING ATTORNEYS' FEES OTHERWISE RECOVERABLE UNDER TEX. CIV. PRAC. & REM. CODE § 38.001), OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF KIMLEY-HORN OR KIMLEY-HORN'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY KIMLEY-HORN UNDER THIS AGREEMENT OR $50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION SHALL REQUIRE THE CLIENT TO INDEMNIFY KIMLEY-HORN.

11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.

16) **Construction Phase Services.**

a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.

17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.

19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R 2025-11-1297

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ACCEPTING SUPPORT SERVICE PROPOSAL RECEIVED IN ASSOCIATION WITH THE STREET BOND PROGRAM PROJECT; AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED $53,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS the City accepted the support service proposal for the Street Bond Program project ("the "Project"); and

WHEREAS the City Council of the City of Hutchins finds it in the best interest to the residents and businesses of the City of Hutchins to accept the proposal of Kimley-Horn & Associates, Inc., for the Project in an amount not to exceed $53,000.00.

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

SECTION 1. The City, acting through its governing body, hereby confirms that it accepts the Street Bond Program support service proposal received by the City's Department of Public Works on October 13, 2025.

SECTION 2. For and on behalf of the City Council, the City Administrator is hereby authorized to negotiate and execute the Street Bond Program support service contract with Kimley-Horn, Inc., in the amount not to exceed $53,000.00 for the Project.

SECTION 3. This Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 3rd day of November 2025.

CITY OF HUTCHINS, TEXAS

_____
Mario Vasquez, Mayor

ATTEST:

_____
Cynthia Olguin, City Secretary

EXHIBIT "A"
Scope of Services for Roadway Bond Support Services

STAFF REPORT

MEETING DATE:	November 3, 2025
MEETING TYPE:	City Council
SUBMITTED BY:	Maria Joyner
AGENDA CAPTION:	Discuss and Consider Resolution No. R2025-11-1298 authorizing the City Administrator to implement an Enterprise Resource Planning Financial System Presented by: Maria Joyner, Director of Finance

Background Information

The City's on-premise financial system (STW) will no longer be supported and will soon not meet Information Technology security standards. STW was acquired by OpenGov during 2019. OpenGov has notified the City that it is going to discontinue supporting the version of the software currently being used by the City, making it necessary to either upgrade to OpenGov or change software providers. This purchase will replace the existing on-premise (IT managed) STW server with Oracle's financial suite which will improve usability and provide enhanced features.

City Staff comprised of the Director of Finance, Human Resources Director and Accounting Manager evaluated the software proposals. Consideration was given to functionality, ease of use, system integration, conversion and implementation, cost of conversion, annual license fees, **and customer support**. City Staff recommends Oracle NetSuite as the ERP solution for the City.

Oracle NetSuite is on the State of Texas DIR cooperative purchasing platform which the City may use and receive discounted pricing. This purchase will be made in accordance with an existing interlocal agreement with The Texas Department of Information Resources (DIR) as allowed by Texas Local Government Code, Chapter 271 and Texas Government Code, Chapter 791. The Financial Services Department has reviewed the contract and determined that the contract would provide the best product and pricing for meeting the needs of the City.

Budget Implications

The conversion costs are estimated to be $312,186 and annual costs are estimated to be $58,203.84. The contract is for 3 years with the option to renew for three additional years for $64,220.66 per year. Funding for the project was included in the Series 2025A Combination Tax and Revenue Certificates of Obligation Bonds. The conversion process is estimated take between twelve and eighteen months.

Staff Recommendation

Staff recommends approval of the contract with Oracle Netsuite to provide conversion and annual licensing ERP system.

Supporting Documentation and Attachments

Resolution 2025-11-1298

Oracle Agreements

CITY OF HUTCHINS
RESOLUTION NO. R 2025-11-1298

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE TERMS AND CONDITIONS OF THE STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCT, SERVICES, AND RELATED SERVICES WITH ORACLE AMERICA, INC., FOR ORACLE BRANDED PRODUCTS AND RELATED SERVICES (THE "CONTRACT") FOR THE PURCHASE OF ORACLE NETSUITE TO REPLACE THE CITY'S CURRENT EXISTING ON-PREMISE STW SERVER TO IMPROVE USABILITY AND PROVIDE ENHANCED FEATURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's on-premise financial system (STW) will not meet future Information Technology security standards; and

WHEREAS, STW was acquired by OpenGov in 2019; and

WHEREAS, OpenGov has notified the City that OpenGov will discontinue supporting the current version of the STW software, making it necessary for the City to change software providers; and

WHEREAS, Oracle NetSuite is on the State of Texas DIR cooperative purchasing platform which the City may use to receive discount pricing; and

WHEREAS, the City's purchase of the Oracle NetSuite software will be made in accordance with an existing interlocal agreement with the Texas Department of Information Resources (DIR) as allowed by Texas Local Government Code, Chapter 271; and, Texas Government Code, Chapter 791;

WHEREAS, the conversion costs under the Contract are $312,186.00 and annual costs are estimated to be $58,203.84, and the Contract shall be for a Term of three (3) years with the option to renew for an additional three (3) years for $64,220.66 per year; and

WHEREAS, the City Council of the City of Hutchins finds it in the best interest of the City of Hutchins to authorize the City Administrator to execute the Contract, attached hereto as Exhibit "A", on behalf of the City of Hutchins.

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

SECTION 1. The City Administrator is authorized to negotiate and execute the Agreement, attached hereto and incorporated herein as Exhibit "A," and all related documents thereto on behalf of the City of Hutchins.

SECTION 2. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 3rd day of November 2025.

CITY OF HUTCHINS, TEXAS

_____

Mario Vasquez, Mayor

ATTEST:

_____

Cynthia Olguin, City Secretary

(10-27-2025: 4927-2198-4117, v. 1)

EXHIBIT "A"
AGREEMENT

4927-2198-4117, v. 1

This Order Form is issued pursuant to the Contract for Products and Related Services between the State of Texas acting by and through the Department of Information Resources ("DIR") and Oracle America, Inc. ("Oracle") (DIR Contract No. DIR-CPO-5439; Oracle Contract No. US-GMA-80517373)(the "Contract"). In the event of a conflict between this Order Form and the Contract, the Contract shall control to the extent provided in Section 1.3, Order of Precedence, of the Contract.

The documents contained in the hyperlinks in the Schedules identified in the Contract were provided to DIR as of January 29, 2025. DIR has not approved the information in the linked terms and makes no representations about the suitability of these terms for Customer transactions. Because the terms are provided via hyperlink, they are subject to change without notice. Customers are responsible for reading and understanding the Contract and all related terms, including all Schedules and linked terms.

ORACLE ORDERING DOCUMENT (FOR MANAGED SERVICES, TECHNICAL SERVICES, TECHNICAL CLOUD SERVICES, AND/OR ADVANCED CUSTOMER SUPPORT SERVICES)

Ordering Document Number: US-18732010

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	**Your Name:** City of Hutchins **Your Address:** 321 N. Main Street Hutchins, TX 75141

Oracle Representative:	Thomas H. Hackett	**Your Billing Contact:**	Maria Joyner, Director Finance
Address:	2300 Oracle Way Austin, TX 78741	**Address:**	321 N. Main Street Hutchins, TX 75141
Phone Number:	(518) 448-8174	**Phone Number:**	(972) 225-6121 x117
Email Address:	thomas.h.hackett@oracle.com	**Email Address:**	mjoyner@cityofhutchins.org

You have ordered the Services listed in the table below and detailed in the attached exhibit(s), which are incorporated herein by reference.

Technical Cloud Services

Technical Cloud Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	$283,786.00	$28,400.00	$312,186.00
			Total Fees and Estimated Expenses	**$312,186.00**

A. TERMS

1. **Applicable Master Agreement:** This order incorporates by reference the terms of the Contract for Products, Services and Related Services between the State of Texas, acting by and through the Department of Information Resources ("DIR") and Oracle America, Inc. dated April 4, 2025 (DIR Contract No. DIR-CPO-5439; Oracle Contract No. US-GMA-80517373), and all amendments and addenda thereto (the "Contract" or "Agreement"). The defined terms in the Agreement shall have the same meaning in this order unless otherwise specified herein.

2. **Professional Services Delivery Policies:** The Oracle Professional Services Delivery Policies ("Policies") available at https://www.oracle.com/a/ocom/docs/corporate/professional-services-delivery-policies.pdf apply to and are incorporated into this order. Oracle may update these Policies and the documents referenced therein; however, Oracle updates will not result in a material reduction in the level of performance, functionality, security, or availability of the Services, or in a material increase in the level of Your cooperation, for the duration of Your order.

3. **Payment Terms:** All fees are due in accordance with Appendix A, Section 8.3 of the Agreement. If You are not subject to Chapter 2251, Texas Government Code, payment terms are net 30 days from invoice date.

4. **Currency:** US Dollars.

5. **Offer Valid through: 30-NOV-2025**.

6. **Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.

7. **Order of Precedence:** In the event of any inconsistencies, priority shall be established in the following descending order: (a) any exhibit(s) attached to this order; (b) this order; and (c) the Policies.

8. **Rights Granted:** Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the services and anything developed and delivered by Oracle under this order ("services and deliverables") for Your internal business operations. You may allow Your agents and contractors to use the services and deliverables for Your internal business operations, and You are responsible for their compliance in such use. The services and deliverables may be related to Your right to use cloud or hosted/managed services or Products owned or distributed by Oracle which You acquired under a separate order. The agreement referenced in that order shall govern Your use of such services or Products, and nothing in this order is intended to grant a right to use such services or Products in excess of the terms of that order, such as the services period or number and type of environments specified in a cloud or hosted/managed service order.

   You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under this order.

9. **Terminology**: The term "Professional Services" as used herein or in any applicable Services Specifications shall mean the Managed Services, ACS Services, Technical Services or Technical Cloud Services ordered pursuant to this order.

10. **Termination for Convenience:** You may terminate any Program-Related Service Offerings or Hardware-Related Service Offerings included in this order for convenience on the terms and subject to the conditions of Section 11.2.3 of Appendix A of the Agreement. You must pay all amounts that have accrued for services received prior to the effective date of such termination.

11. **Data Location:** By placing this order, you are electing for purposes of Appendix A, Section 4.9 of the Contract that any of Your data to which Oracle is provided access in performance of the Services be handled as follows: Oracle may access, process, view, transmit and receive Your data globally subject to the restrictions contained in the exhibit(s) attached to this order and the Policies.

B. ADDITIONAL ORDER TERMS

1. When services will be performed on-site at customer location in the US, as required by US Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.

City of Hutchins	**Oracle America, Inc.**
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Ordering Document Effective Date: _____	*{to be completed by Oracle}*

TIME AND MATERIALS EXHIBIT

Your Name: City of Hutchins
Ordering Document Number: US-18732010
Exhibit Number: 1

1. Description of Services.
Oracle will provide You with up to two-hundred sixty-five (265) person days of technical and functional assistance with the cloud enablement of Oracle NetSuite for Government Cloud Service ("NetSuite for Government") (the "Services"). Oracle will assist You in the following phases:

A. Phase 1 – Finance:
Oracle will assist You with enablement of the following functionality within the Finance module:

Finance Functional Areas	
Projects	Fixed Assets
Grants	Inventory
Journals	Bank Reconciliation
Budget (expense and revenue)	Bill Capture
Purchasing and Accounts Payable	P-Cards
Purchase Orders	Requisitions
Accounts Receivable	

1. Focus Phase:
   a. Conduct one (1) project kick-off workshop for up to two (2) person days for Your project team to review the project governance processes and complete strategy sessions including:
      1. Scope management process;
      2. Risk management process;
      3. Issue management process;
      4. Communications management process;
      5. Configuration management process;
      6. Quality management process;
      7. Review the welcome packet;
      8. Data conversion strategy session;
      9. Integration strategy session; and
      10. Workflow strategy session.
   b. Create and provide an initial project work plan, which will include the following:
      1. Tasks; estimated start and end dates, and estimated durations;
      2. Assigned resources from You and Oracle; and
      3. Known dependencies.

2. Refine Phase:
   a. Conduct up to ten (10) workshops of up to two (2) hours each for Your project team to review functional business processes and data migration for the following:
      1. Chart of accounts ("CoA") setup and fund management;
      2. Entity setup;
      3. General ledger and budgeting;
      4. Inventory;
      5. P-cards; and
      6. Fixed assets; and
      7. Follow-up sessions.
   b. Conduct up to three (3) workshops of up to two (2) hours each for Your project team to review:
      1. Procurement functional business process and data migration;
      2. Accounts receivable functional business process and data migration; and
      3. Procurement follow-up session.

c. Conduct up to two (2) workshops of up to two (2) hours each for Your project team to review functional business processes for the following:
   1. Bank reconciliation; and
   2. Integrations.
d. Document the findings from each workshop in an engagement report.
e. Configure NetSuite for Government hosted environment based upon the engagement reports.
f. Assist with the loading of Your finalized datasets for Finance as follows:

Finance Functional Area	Finalized datasets to be loaded
Journals	Up to three (3)
Budget	Up to three (3)
Purchasing and Accounts Payable	Up to three (3)
Purchase Orders	Open/active Purchase Orders, only
Accounts Receivable	Up to three (3)
Fixed Assets	Up to three (3)
Inventory	Up to three (3)

g. Provide up to two (2) total person days of guidance on configuring integrations to the following third-party applications:

Name of third party	Type of data	One-way Import/Export / Bidirectional	Frequency	Method (Application Programming Interface ("API") / Flat file)
Tyler Courts	Receivables	One-way import	Automated	Flat file

h. Configure up to one (1) of each of the following form templates to include Your information (logo, legal name, address, bill-to address, ship-to address, bank information, etc.):
   1. Invoice;
   2. Purchase order; and
   3. Accounts payable check.

3. Enable Phase:
   a. Conduct up to fifteen (15) functional training sessions of up to two (2) hours each for Your project team on the NetSuite for Government Finance module.
   b. Create a testing plan with You.
   c. Provide up to four (4) person days over the course of six (6) weeks to assist with Finance user acceptance testing ("UAT").

4. Live-Operate Phase:
   a. Conduct one (1) "Final Data Migration Workshop" for up to two (2) hours to complete final Finance data cutover.
   b. Provide up to eleven (11) person days of consulting post go-live support to be used within the first thirty (30) calendar days immediately following production go-live for Finance.
   c. Facilitate the transition from Your implementation team to the NetSuite for Government support team for the Finance module.

B. Phase 2 – Human Resources ("HR")/Payroll:
Oracle will assist You with enablement of the following functionality within the HR/Payroll module:

HR/Payroll Functional Areas
Human Resources & Personnel Management
Time & Attendance
Payroll
Employee Self Service

1. Focus Phase:
   a. Conduct one (1) business process review session for up to three (3) person days for Your project team to review the following:
      1. Current human resources processes;
      2. Current payroll process;
      3. Changes to process updates; and
      4. Data conversion plan.

2. Refine Phase:
   a. Conduct up to four (4) "HR/Payroll Data Migration Workshops" for up to two (2) hours each for Your project team to review the following processes for the NetSuite for Government:
      1. System configuration and configuration of HR and payroll table data;
      2. Load employee data;
      3. Data review and clean up; and
      4. Load and test data changes.
   b. Document the findings from each HR/Payroll Data Migration Workshop in an HR/Payroll Data Migration Engagement Report.
   c. Assist with the loading of Your finalized datasets for HR/Payroll as follows:

Functional Area	Finalized datasets to be loaded
Employees	Up to one (1)
Payroll	Up to one (1)

   d. Conduct up to four (4) "HR/Payroll Configuration Workshops" for up to two (2) hours each for Your project team to review the following processes:
      1. Timecards;
      2. Payroll calculations;
      3. Payroll configuration.
   e. Document the findings from each HR/Payroll Data Configuration Workshop in a HR/Payroll Configuration Engagement Report.
   f. Configure NetSuite for Government hosted environment based upon the HR/Payroll Configuration Engagement Reports.

3. Enable Phase:
   a. Conduct up to six (6) functional training sessions of up to two (2) hours each for Your project team on the NetSuite for Government HR/Payroll module.
   b. Provide up to twelve (12) person days to assist with up to three (3) HR/Payroll parallel tests.

4. Live-Operate Phase:
   a. Provide up to ten (10) person days of consulting post go-live support to be used within the first two (2) pay periods, or thirty (30) calendar days immediately following production go-live for HR/Payroll, whichever comes first.
   b. Facilitate the transition from Your implementation team to the NetSuite for Government support team for the HR/Payroll module.

C. Phase 3 – Utility Billing ("UB"):
1. Focus Phase:
   a. Conduct one (1) business process review session for up to three (3) person days for Your project team to review the following:
      1. Current utility billing processes;
      2. Changes to process updates;
      3. Data conversion plan; and
      4. Integration plan.

2. Refine Phase:

a. Conduct up to four (4) UB data migration workshops for up to two (2) hours each for Your project team to review the following processes:
   1. System configuration, and configuration of UB table data;
   2. Load customer and account data;
   3. Data review and clean up; and
   4. Load and test data changes.
b. Document the findings from each UB data migration workshop in a UB Data Migration Engagement Report.
c. Assist with the loading of Your finalized datasets for UB as follows:

Functional Area	Finalized datasets to be loaded
Customer to meter account data, billing, meter reads, payments, and adjustment data.	Up to one (1)

d. Conduct up to four (4) UB configuration workshops for up to two (2) hours each for Your project team to review the following processes:
   1. Customer profiles and accounts;
   2. Meter data management and service order management;
   3. Billing calculations, and credit and collections; and
   4. Analytics workflows, reporting, and integration.
e. Document the findings from each UB data configuration workshop in a UB Configuration Engagement Report.
f. Configure NetSuite for Government hosted environment based upon the UB Configuration Engagement Reports.
g. Provide up to six (6) total person days of guidance on configuring integrations to the following:
   1. Up to two (2) flat file integrations, as mutually agreed; and
   2. Up to one (1) integration with a payment gateway through iFrame or browser redirect, as mutually agreed.

4. Enable Phase:
   a. Conduct up to four (4) functional training session(s) of up to two (2) hours each for Your project team on the NetSuite for Government UB module.
   b. Provide up to fourteen (14) person days to assist with up to one (1) UB parallel test.

5. Live-Operate Phase:
   a. Provide up to eight (8) person days of consulting post go-live support to be used within the first one (1) billing cycle, or forty-five (45) calendar days immediately following production go-live for UB, whichever comes first.
   b. Facilitate the transition from Your implementation team to the NetSuite for Government support team.

2. Rates, Estimated Fees and Expenses, and Taxes.

A. The Services are performed on a time and materials ("T&M") basis; that is, You shall pay Oracle for the actual time spent performing the Services, plus materials, taxes, and expenses.

B. Rates. For a period of eighteen (18) months from the ordering document effective date, the Services will be performed at the rate of $133.82 per hour. Thereafter, unless otherwise agreed by You and Oracle in an amendment, the Services will be provided in accordance with Appendix C, Pricing Index of DIR-CPO-5439.

C. Estimated Fees and Expenses. All fees and expenses will be invoiced monthly. The fee and expense estimates specified in Your order are intended only to be for Your budgeting and Oracle's resource scheduling purposes, and may exceed the specified totals; these estimates do not include taxes. Once fees for Services reach the estimate, Oracle will cooperate with You to provide continuing Services on a T&M basis.

3. Project Management. You and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services.

4. Your Cooperation.

A. Prior to the commencement of Services, designate and identify a project sponsor and a project manager that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite hosted environment. Responsibilities include but are not limited to:
   1. Provide user feedback during configuration and validation.
   2. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required.
   3. Provide on-going support to internal users following the implementation.
B. Enable administrator access to allow provisioning of Your NetSuite for Government hosted environment prior to the commencement of Services.
C. Modify Your processes as necessary to align with the standard functionality of NetSuite for Government.
D. Ensure that Your technical and functional resources have the necessary internal process knowledge and are empowered to make decisions.
E. Ensure that Your team members are dedicated to completing their tasks related to these Services.
F. Complete and return the questionnaire in the NetSuite for Government Welcome Packet to Your Oracle project manager prior to the project kick-off workshop.
G. Be responsible for choosing Your desired form templates from the samples provided to You during the project kick-off workshop.
H. Be responsible for providing positive pay sample file from Your banking institution.
I. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
J. You will accept Oracle NetSuite release upgrades.
K. You will not film or record Oracle's delivery of Services, Oracle resources, or any Oracle materials.
L. You are responsible for planning, executing, and managing all aspects of end-to-end and final reviews, including customizing the Oracle provided templates to prepare and execute test cases and plans and reviewing test results.
M. Ensure that Your designated Learning Cloud Support passholder training attendee(s) are completing any implementation training courses assigned to them by the Oracle team in the timeline specified as mutually agreed by You and received from the Oracle at the start of the implementation.
N. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
O. Manage the post-production maintenance and support of Your NetSuite for Government hosted environment.
P. Workshop-related cooperation:
   1. For each workshop make Your existing procedure and business process documentation available to Oracle at least one (1) week prior to the workshop.
   2. Make Your key decision owners available to attend the workshops.
   3. Respond to Oracle requests/queries within two (2) business days.
Q. Integration-related cooperation:
   1. For each third-party listed in Section 1.A.2.g and Section 1.C.2.g, You must provide integration specifications, third-party requirements, and have a live operating environment in place in order for the implementation team to perform the Services in these sections.
   2. You will be live in production on all of Your third-party applications to be integrated with NetSuite for Government at least six (6) months prior to the planned go-live date of this implementation.
   3. Implement and maintain the production and consumption of the file-based interfaces with Your existing systems.
R. Migration-related cooperation:
   1. Be responsible for extracting the data from Your legacy system(s), providing it in the format specified by Oracle, and providing the Oracle team with all necessary context related to establishing the data migration process.
   2. Audit Your data for data migration, including historical years up through the current fiscal year.
   3. Financial data to be migrated must include the following:
      a. Balances of fully qualified accounts (e.g., Fund-Dept-Obj, and other segments).
      b. All general ledger impacting transactions (trial balance details), summed and compared by each fully qualified account to the provided balances; no transactions are omitted.
      c. Transaction details such as purchase orders, bills, invoices, credits, voids, adjustments, payments, checks, wires, etc. must identify which general ledger impacting transaction it is associated with. The

values of these details are compared to the general ledger impacting transaction totals to validate that no details are omitted.

4. Human Resources and Payroll data to be migrated must include the following:
   a. Employees includes demographics, benefits, position, contribution/deduction assignments.
   b. All regular active and termed employees for the calendar year(s) in Section 1.B.2.c.
   c. Current year taxes, direct deposits, and leave plans for active employees.
   d. Payroll check history data consists of employee pay for purposes of reporting (i.e., 941, W2's, and monthly state reporting).
5. UB data to be migrated must include the following:
   a. Balances of utility billing customer accounts, as well as debits and credits against each billable service account and the underlying financial transactions that impact the account balance;
   b. Account details such as customer names, service and contact addresses, customer identifiers;
   c. Meter and device identifiers;
   d. Meter readings and billing calculations;
   e. Transaction details such as payments, tender information, and adjustments; and
   f. Transaction details such as bills, invoices, credits, voids, adjustments, payments, checks, wires, etc. must identify which general ledger impacting transaction it is associated with. The values of these details are compared to the general ledger impacting transaction totals to validate that no details are omitted.
6. Validate the final list data and transactional data within two (2) weeks from data upload.

5. Project Assumptions.
   A. A person day is defined as one (1) resource working up to eight (8) hours.
   B. Standard functionality is defined as the functionality described in applicable documentation, for the NetSuite for Government application, provided by Oracle.
   C. Hosted environment is defined as the combination of systems and supporting resources to which Oracle grants You access as part of the services ordered by You, that are (i) configured for the Oracle Programs operating on it and for specific uses as part of the services, and (ii) used by Oracle to perform the Services. The hosted environment consists of the production environment, and any non-production environment(s), as referenced in the applicable ordering document and services policies.
   D. The implementation methodology for the Services is the Oracle True Cloud Method ("TCM").
   E. The NetSuite for Government standard chart of accounts segmentation structure will be used as a default segmentation with localization as required.
   F. This estimate assumes configuration for up to one (1) legal entity, and up to one (1) legacy third-party software provider per module.
   G. Workflows are limited to up to three (3) tiers of approval; models include:
      1. Journals;
      2. Budget adjustments;
      3. Accounts payable;
      4. Purchase orders; and
      5. Accounts receivable.
   H. Integration-related assumptions:
      1. If the effort to implement the third-party integrations identified by You exceeds the estimates in Section 1.A.2.g or 1.C.2.g, such adjustments shall be subject to the change control process.
      2. Except to the extent expressly stated in the Description of Services section of this document, the use of the terms "integrate" and "integration" throughout this document is not intended to mean that Oracle will ensure (i) the physical or functional integration of Oracle products with external legacy systems, third party products and/or other software applications; (ii) the functioning of Oracle products as a coordinated whole with such external legacy systems, third party products and/or other software applications; or (iii) any non-standard integration between Oracle products. Rather, the terms are used to refer to the overall concept of data exchange between the Oracle products and other systems, products or applications identified in this document, and may include interfacing and/or other methods of integration or interoperation as described in the Description of Services section of this document.
   I. Migration-related assumptions:
      1. Data migration is limited to the assistance described in Section 1.A.2.f, Section 1.B.2.c, and Section 1.C.2.c.
      2. Data provided by Your organization will be validated by the Oracle Local Government implementation team before being loaded into NetSuite for Government. However, any discrepancies or inconsistencies will be

returned to You for correction or clarification, up to three (3) revisions. It is recommended that data validation occur prior to submission of the finalized dataset for loading.

3. Changes to HR and Payroll configuration or finalized datasets for HR and Payroll may only be made prior to the first payroll parallel test.
4. The amount of time required to import legacy transactions and associated detail is determined by Your ability to provide reconciled data in the format requested. Delays may impact key implementation dates, including go-live.
5. A finalized dataset for finance is defined as up to one (1) year's worth of historical data containing all the information that You wish to migrate, as validated by Your project team. Modifying the structure of the data can cause delays in the migration process and/or inconsistencies in the final result. This dataset should have all relevant details comprising the debits and credits against each accounting segment that impacts the general ledger. All transaction lines should be rounded to two (2) decimal places while maintaining balanced debits and credits and aligning with balances for each fiscal year. All transaction detail records (e.g., vendor bills, checks, accounts receivable invoices, cash receipts) must include an associating reference to the general ledger impacting transaction as well its relationship with other detail transactions such as bills-to-purchase orders or checks-to-bills. Subledger transactions details (i.e., subledger project transaction details) should be free of conflicts from their associated general ledger impact transaction.
6. A finalized dataset for HR is defined as up to one (1) year's worth of employee data containing all employee assignments and table records for the assignments. This will include positions, deductions, benefits, taxes, and demographic information per each individual employee to be migrated over. Modifying the structure of the data can cause delays in the migration process and/or inconsistencies in the final result. All employee data should be verified by Your project team as accurate and associated with the appropriate table definitions for each of the respective areas (position details, benefit tables, etc.).
7. A finalized dataset for UB is defined as up to thirteen (13) months' worth of historical data containing the required information that You wish to migrate, as validated by Your project team. Modifying the structure of the data can cause delays in the migration process and/or inconsistencies in the final result. This dataset should have all relevant details comprising the customer names, service and contact addresses, account details, meter and device identifiers, as well as debits and credits against each billable service account and the underlying financial transactions that impact the account balance. All transaction lines should be rounded to two (2) decimal places while maintaining balanced debits and credits and aligning with balances for each of the thirteen (13) fiscal months. All transaction detail records (e.g., bill IDs, payment transaction IDs, checks numbers, adjustment IDs) must include an associating reference to the account and applicable bill ID.

J. The following are not included in the scope of, or fees for, Services under this exhibit:
   1. Performance testing, tuning, or any management of performance.
   2. Testing beyond the activities described in this exhibit.
   3. Customizations to NetSuite for Government.
   4. Oracle Cloud subscription services.
   5. Languages other than U.S. English.
   6. Integrations or data conversions beyond what is explicitly described in this exhibit.
   7. Form configuration beyond what is explicitly described in this exhibit.
   8. Custom workflow models for timecard approvals.
   9. Custom payroll check forms.
   10. Cloud middleware, database, operating and other hardware activities.
   11. Oracle transactional business intelligence training.
   12. Complex business processing or orchestration related to integrations.
   13. Transformations or data mapping of elements.
   14. Any kind of data cleansing/reconciliation activities.
   15. Migration of budget line-item detail notes.
   16. Additional workforce structures for future use, expansion, or acquisitions.
   17. Extensions, customizations, or custom reports.
   18. Localizations other than those made to the chart of accounts structure.
   19. Post-production Services exceeding the effort explicitly described in this exhibit.
   20. Anything not expressly listed in the Description of Services.

This Order Form is issued pursuant to the Contract for Products and Related Services between the State of Texas acting by and through the Department of Information Resources ("DIR") and Oracle America, Inc. ("Oracle") (DIR Contract No. DIR-CPO-5439; Oracle Contract No. US-GMA-80517373)(the "Contract"). In the event of a conflict between this Order Form and the Contract, the Contract shall control to the extent provided in Section 1.3, Order of Precedence, of the Contract.

The documents contained in the hyperlinks in the Schedules identified in the Contract were provided to DIR as of January 29, 2025. DIR has not approved the information in the linked terms and makes no representations about the suitability of these terms for Customer transactions. Because the terms are provided via hyperlink, they are subject to change without notice. Customers are responsible for reading and understanding the Contract and all related terms, including all Schedules and linked terms.

ORACLE ORDERING DOCUMENT (FOR MANAGED SERVICES, TECHNICAL SERVICES, TECHNICAL CLOUD SERVICES, AND/OR ADVANCED CUSTOMER SUPPORT SERVICES)

Ordering Document Number: US-18732010

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	**Your Name:** City of Hutchins **Your Address:** 321 N. Main Street City of Hutchins, TX 75141

Oracle Representative:	Thomas H. Hackett	**Your Billing Contact:**	Maria Joyner, Director of Finance
Address:	2300 Oracle Way Austin, TX 78741	**Address:**	321 N. Main Street City of Hutchins, TX 75141
Phone Number:	(518) 448-8174	**Phone Number:**	(972) 225-6121 EXT. 117
Email Address:	thomas.h.hackett@oracle.com	**Email Address:**	mjoyner@cityofhutchins.org

You have ordered the Services listed in the table below and detailed in the attached exhibit(s), which are incorporated herein by reference.

Technical Cloud Services

Technical Cloud Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	$299,490.00	$29,900.00	$329,390.00
			Total Fees and Estimated Expenses	**$329,390.00**

A. TERMS

1. **Applicable Master Agreement:** This order incorporates by reference the terms of the Contract for Products, Services and Related Services between the State of Texas, acting by and through the Department of Information Resources ("DIR") and Oracle America, Inc. dated April 4, 2025 (DIR Contract No. DIR-CPO-5439; Oracle Contract No. US-GMA-80517373), and all amendments and addenda thereto (the "Contract" or "Agreement"). The defined terms in the Agreement shall have the same meaning in this order unless otherwise specified herein.

2. **Professional Services Delivery Policies:** The Oracle Professional Services Delivery Policies ("Policies") available at https://www.oracle.com/a/ocom/docs/corporate/professional-services-delivery-policies.pdf apply to and are incorporated into this order. Oracle may update these Policies and the documents referenced therein; however, Oracle updates will not result in a material reduction in the level of performance, functionality, security, or availability of the Services, or in a material increase in the level of Your cooperation, for the duration of Your order.

3. **Payment Terms:** All fees are due in accordance with Appendix A, Section 8.3 of the Agreement. If You are not subject to Chapter 2251, Texas Government Code, payment terms are net 30 days from invoice date.

4. **Currency:** US Dollars.

5. **Offer Valid through: 26-NOV-2025**.

6. **Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.

7. **Order of Precedence:** In the event of any inconsistencies, priority shall be established in the following descending order: (a) any exhibit(s) attached to this order; (b) this order; and (c) the Policies.

8. **Rights Granted:** Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the services and anything developed and delivered by Oracle under this order ("services and deliverables") for Your internal business operations. You may allow Your agents and contractors to use the services and deliverables for Your internal business operations, and You are responsible for their compliance in such use. The services and deliverables may be related to Your right to use cloud or hosted/managed services or Products owned or distributed by Oracle which You acquired under a separate order. The agreement referenced in that order shall govern Your use of such services or Products, and nothing in this order is intended to grant a right to use such services or Products in excess of the terms of that order, such as the services period or number and type of environments specified in a cloud or hosted/managed service order.

   You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under this order.

9. **Terminology**: The term "Professional Services" as used herein or in any applicable Services Specifications shall mean the Managed Services, ACS Services, Technical Services or Technical Cloud Services ordered pursuant to this order.

10. **Termination for Convenience:** You may terminate any Program-Related Service Offerings or Hardware-Related Service Offerings included in this order for convenience on the terms and subject to the conditions of Section 11.2.3 of Appendix A of the Agreement. You must pay all amounts that have accrued for services received prior to the effective date of such termination.

11. **Data Location:** By placing this order, you are electing for purposes of Appendix A, Section 4.9 of the Contract that any of Your data to which Oracle is provided access in performance of the Services be handled as follows: Oracle may access, process, view, transmit and receive Your data globally subject to the restrictions contained in the exhibit(s) attached to this order and the Policies.

B. ADDITIONAL ORDER TERMS

1. When services will be performed on-site at customer location in the US, as required by US Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.

City of Hutchins	**Oracle America, Inc.**
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Ordering Document Effective Date: _____ *{to be completed by Oracle}*	

TIME AND MATERIALS EXHIBIT

Your Name: City of Hutchins
Ordering Document Number: US-18732010
Exhibit Number: 1

1. Description of Services.
Oracle will provide You with up to two-hundred sixty-five (265) person days of technical and functional assistance with the cloud enablement of Oracle NetSuite for Government Cloud Service ("NetSuite for Government") (the "Services"). Oracle will assist You in the following phases:

A. Phase 1 – Finance:
Oracle will assist You with enablement of the following functionality within the Finance module:

Finance Functional Areas	
Projects	Fixed Assets
Grants	Inventory
Journals	Bank Reconciliation
Budget (expense and revenue)	Bill Capture
Purchasing and Accounts Payable	P-Cards
Purchase Orders	Requisitions
Accounts Receivable	

1. Focus Phase:
   a. Conduct one (1) project kick-off workshop for up to two (2) person days for Your project team to review the project governance processes and complete strategy sessions including:
      1. Scope management process;
      2. Risk management process;
      3. Issue management process;
      4. Communications management process;
      5. Configuration management process;
      6. Quality management process;
      7. Review the welcome packet;
      8. Data conversion strategy session;
      9. Integration strategy session; and
      10. Workflow strategy session.
   b. Create and provide an initial project work plan, which will include the following:
      1. Tasks; estimated start and end dates, and estimated durations;
      2. Assigned resources from You and Oracle; and
      3. Known dependencies.

2. Refine Phase:
   a. Conduct up to ten (10) workshops of up to two (2) hours each for Your project team to review functional business processes and data migration for the following:
      1. Chart of accounts ("CoA") setup and fund management;
      2. Entity setup;
      3. General ledger and budgeting;
      4. Inventory;
      5. P-cards; and
      6. Fixed assets; and
      7. Follow-up sessions.
   b. Conduct up to three (3) workshops of up to two (2) hours each for Your project team to review:
      1. Procurement functional business process and data migration;
      2. Accounts receivable functional business process and data migration; and
      3. Procurement follow-up session.

c. Conduct up to two (2) workshops of up to two (2) hours each for Your project team to review functional business processes for the following:
   1. Bank reconciliation; and
   2. Integrations.
d. Document the findings from each workshop in an engagement report.
e. Configure NetSuite for Government hosted environment based upon the engagement reports.
f. Assist with the loading of Your finalized datasets for Finance as follows:

Finance Functional Area	Finalized datasets to be loaded
Journals	Up to three (3)
Budget	Up to three (3)
Purchasing and Accounts Payable	Up to three (3)
Purchase Orders	Open/active Purchase Orders, only
Accounts Receivable	Up to three (3)
Fixed Assets	Up to three (3)
Inventory	Up to three (3)

g. Provide up to two (2) total person days of guidance on configuring integrations to the following third-party applications:

Name of third party	Type of data	One-way Import/Export / Bidirectional	Frequency	Method (Application Programming Interface ("API") / Flat file)
Tyler Courts	Receivables	One-way import	Automated	Flat file

h. Configure up to one (1) of each of the following form templates to include Your information (logo, legal name, address, bill-to address, ship-to address, bank information, etc.):
   1. Invoice;
   2. Purchase order; and
   3. Accounts payable check.

3. Enable Phase:
   a. Conduct up to fifteen (15) functional training sessions of up to two (2) hours each for Your project team on the NetSuite for Government Finance module.
   b. Create a testing plan with You.
   c. Provide up to four (4) person days over the course of six (6) weeks to assist with Finance user acceptance testing ("UAT").

4. Live-Operate Phase:
   a. Conduct one (1) "Final Data Migration Workshop" for up to two (2) hours to complete final Finance data cutover.
   b. Provide up to eleven (11) person days of consulting post go-live support to be used within the first thirty (30) calendar days immediately following production go-live for Finance.
   c. Facilitate the transition from Your implementation team to the NetSuite for Government support team for the Finance module.

B. Phase 2 – Human Resources ("HR")/Payroll:
Oracle will assist You with enablement of the following functionality within the HR/Payroll module:

HR/Payroll Functional Areas
Human Resources & Personnel Management
Time & Attendance
Payroll
Employee Self Service

1. Focus Phase:
   a. Conduct one (1) business process review session for up to three (3) person days for Your project team to review the following:
      1. Current human resources processes;
      2. Current payroll process;
      3. Changes to process updates; and
      4. Data conversion plan.

2. Refine Phase:
   a. Conduct up to four (4) "HR/Payroll Data Migration Workshops" for up to two (2) hours each for Your project team to review the following processes for the NetSuite for Government:
      1. System configuration and configuration of HR and payroll table data;
      2. Load employee data;
      3. Data review and clean up; and
      4. Load and test data changes.
   b. Document the findings from each HR/Payroll Data Migration Workshop in an HR/Payroll Data Migration Engagement Report.
   c. Assist with the loading of Your finalized datasets for HR/Payroll as follows:

Functional Area	Finalized datasets to be loaded
Employees	Up to one (1)
Payroll	Up to one (1)

   d. Conduct up to four (4) "HR/Payroll Configuration Workshops" for up to two (2) hours each for Your project team to review the following processes:
      1. Timecards;
      2. Payroll calculations;
      3. Payroll configuration.
   e. Document the findings from each HR/Payroll Data Configuration Workshop in a HR/Payroll Configuration Engagement Report.
   f. Configure NetSuite for Government hosted environment based upon the HR/Payroll Configuration Engagement Reports.

3. Enable Phase:
   a. Conduct up to six (6) functional training sessions of up to two (2) hours each for Your project team on the NetSuite for Government HR/Payroll module.
   b. Provide up to twelve (12) person days to assist with up to three (3) HR/Payroll parallel tests.

4. Live-Operate Phase:
   a. Provide up to ten (10) person days of consulting post go-live support to be used within the first two (2) pay periods, or thirty (30) calendar days immediately following production go-live for HR/Payroll, whichever comes first.
   b. Facilitate the transition from Your implementation team to the NetSuite for Government support team for the HR/Payroll module.

C. Phase 3 – Utility Billing ("UB"):
1. Focus Phase:
   a. Conduct one (1) business process review session for up to three (3) person days for Your project team to review the following:
      1. Current utility billing processes;
      2. Changes to process updates;
      3. Data conversion plan; and
      4. Integration plan.

2. Refine Phase:

a. Conduct up to four (4) UB data migration workshops for up to two (2) hours each for Your project team to review the following processes:
   1. System configuration, and configuration of UB table data;
   2. Load customer and account data;
   3. Data review and clean up; and
   4. Load and test data changes.
b. Document the findings from each UB data migration workshop in a UB Data Migration Engagement Report.
c. Assist with the loading of Your finalized datasets for UB as follows:

Functional Area	Finalized datasets to be loaded
Customer to meter account data, billing, meter reads, payments, and adjustment data.	Up to one (1)

d. Conduct up to four (4) UB configuration workshops for up to two (2) hours each for Your project team to review the following processes:
   1. Customer profiles and accounts;
   2. Meter data management and service order management;
   3. Billing calculations, and credit and collections; and
   4. Analytics workflows, reporting, and integration.
e. Document the findings from each UB data configuration workshop in a UB Configuration Engagement Report.
f. Configure NetSuite for Government hosted environment based upon the UB Configuration Engagement Reports.
g. Provide up to six (6) total person days of guidance on configuring integrations to the following:
   1. Up to two (2) flat file integrations, as mutually agreed; and
   2. Up to one (1) integration with a payment gateway through iFrame or browser redirect, as mutually agreed.

4. Enable Phase:
   a. Conduct up to four (4) functional training session(s) of up to two (2) hours each for Your project team on the NetSuite for Government UB module.
   b. Provide up to fourteen (14) person days to assist with up to one (1) UB parallel test.

5. Live-Operate Phase:
   a. Provide up to eight (8) person days of consulting post go-live support to be used within the first one (1) billing cycle, or forty-five (45) calendar days immediately following production go-live for UB, whichever comes first.
   b. Facilitate the transition from Your implementation team to the NetSuite for Government support team.

2. Rates, Estimated Fees and Expenses, and Taxes.

A. The Services are performed on a time and materials ("T&M") basis; that is, You shall pay Oracle for the actual time spent performing the Services, plus materials, taxes, and expenses.

B. Rates. For a period of eighteen (18) months from the ordering document effective date, the Services will be performed at the rate of $141.23 per hour. Thereafter, unless otherwise agreed by You and Oracle in an amendment, the Services will be provided in accordance with Appendix C, Pricing Index of DIR-CPO-5439.

C. Estimated Fees and Expenses. All fees and expenses will be invoiced monthly. The fee and expense estimates specified in Your order are intended only to be for Your budgeting and Oracle's resource scheduling purposes, and may exceed the specified totals; these estimates do not include taxes. Once fees for Services reach the estimate, Oracle will cooperate with You to provide continuing Services on a T&M basis.

3. Project Management. You and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services.

4. Your Cooperation.

A. Prior to the commencement of Services, designate and identify a project sponsor and a project manager that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the NetSuite hosted environment. Responsibilities include but are not limited to:
   1. Provide user feedback during configuration and validation.
   2. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required.
   3. Provide on-going support to internal users following the implementation.
B. Enable administrator access to allow provisioning of Your NetSuite for Government hosted environment prior to the commencement of Services.
C. Modify Your processes as necessary to align with the standard functionality of NetSuite for Government.
D. Ensure that Your technical and functional resources have the necessary internal process knowledge and are empowered to make decisions.
E. Ensure that Your team members are dedicated to completing their tasks related to these Services.
F. Complete and return the questionnaire in the NetSuite for Government Welcome Packet to Your Oracle project manager prior to the project kick-off workshop.
G. Be responsible for choosing Your desired form templates from the samples provided to You during the project kick-off workshop.
H. Be responsible for providing positive pay sample file from Your banking institution.
I. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle to You.
J. You will accept Oracle NetSuite release upgrades.
K. You will not film or record Oracle's delivery of Services, Oracle resources, or any Oracle materials.
L. You are responsible for planning, executing, and managing all aspects of end-to-end and final reviews, including customizing the Oracle provided templates to prepare and execute test cases and plans and reviewing test results.
M. Ensure that Your designated Learning Cloud Support passholder training attendee(s) are completing any implementation training courses assigned to them by the Oracle team in the timeline specified as mutually agreed by You and received from the Oracle at the start of the implementation.
N. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
O. Manage the post-production maintenance and support of Your NetSuite for Government hosted environment.
P. Workshop-related cooperation:
   1. For each workshop make Your existing procedure and business process documentation available to Oracle at least one (1) week prior to the workshop.
   2. Make Your key decision owners available to attend the workshops.
   3. Respond to Oracle requests/queries within two (2) business days.
Q. Integration-related cooperation:
   1. For each third-party listed in Section 1.A.2.g and Section 1.C.2.g, You must provide integration specifications, third-party requirements, and have a live operating environment in place in order for the implementation team to perform the Services in these sections.
   2. You will be live in production on all of Your third-party applications to be integrated with NetSuite for Government at least six (6) months prior to the planned go-live date of this implementation.
   3. Implement and maintain the production and consumption of the file-based interfaces with Your existing systems.
R. Migration-related cooperation:
   1. Be responsible for extracting the data from Your legacy system(s), providing it in the format specified by Oracle, and providing the Oracle team with all necessary context related to establishing the data migration process.
   2. Audit Your data for data migration, including historical years up through the current fiscal year.
   3. Financial data to be migrated must include the following:
      a. Balances of fully qualified accounts (e.g., Fund-Dept-Obj, and other segments).
      b. All general ledger impacting transactions (trial balance details), summed and compared by each fully qualified account to the provided balances; no transactions are omitted.
      c. Transaction details such as purchase orders, bills, invoices, credits, voids, adjustments, payments, checks, wires, etc. must identify which general ledger impacting transaction it is associated with. The

values of these details are compared to the general ledger impacting transaction totals to validate that no details are omitted.

4. Human Resources and Payroll data to be migrated must include the following:
   a. Employees includes demographics, benefits, position, contribution/deduction assignments.
   b. All regular active and termed employees for the calendar year(s) in Section 1.B.2.c.
   c. Current year taxes, direct deposits, and leave plans for active employees.
   d. Payroll check history data consists of employee pay for purposes of reporting (i.e., 941, W2's, and monthly state reporting).
5. UB data to be migrated must include the following:
   a. Balances of utility billing customer accounts, as well as debits and credits against each billable service account and the underlying financial transactions that impact the account balance;
   b. Account details such as customer names, service and contact addresses, customer identifiers;
   c. Meter and device identifiers;
   d. Meter readings and billing calculations;
   e. Transaction details such as payments, tender information, and adjustments; and
   f. Transaction details such as bills, invoices, credits, voids, adjustments, payments, checks, wires, etc. must identify which general ledger impacting transaction it is associated with. The values of these details are compared to the general ledger impacting transaction totals to validate that no details are omitted.
6. Validate the final list data and transactional data within two (2) weeks from data upload.

5. Project Assumptions.
   A. A person day is defined as one (1) resource working up to eight (8) hours.
   B. Standard functionality is defined as the functionality described in applicable documentation, for the NetSuite for Government application, provided by Oracle.
   C. Hosted environment is defined as the combination of systems and supporting resources to which Oracle grants You access as part of the services ordered by You, that are (i) configured for the Oracle Programs operating on it and for specific uses as part of the services, and (ii) used by Oracle to perform the Services. The hosted environment consists of the production environment, and any non-production environment(s), as referenced in the applicable ordering document and services policies.
   D. The implementation methodology for the Services is the Oracle True Cloud Method ("TCM").
   E. The NetSuite for Government standard chart of accounts segmentation structure will be used as a default segmentation with localization as required.
   F. This estimate assumes configuration for up to one (1) legal entity, and up to one (1) legacy third-party software provider per module.
   G. Workflows are limited to up to three (3) tiers of approval; models include:
      1. Journals;
      2. Budget adjustments;
      3. Accounts payable;
      4. Purchase orders; and
      5. Accounts receivable.
   H. Integration-related assumptions:
      1. If the effort to implement the third-party integrations identified by You exceeds the estimates in Section 1.A.2.g or 1.C.2.g, such adjustments shall be subject to the change control process.
      2. Except to the extent expressly stated in the Description of Services section of this document, the use of the terms "integrate" and "integration" throughout this document is not intended to mean that Oracle will ensure (i) the physical or functional integration of Oracle products with external legacy systems, third party products and/or other software applications; (ii) the functioning of Oracle products as a coordinated whole with such external legacy systems, third party products and/or other software applications; or (iii) any non-standard integration between Oracle products. Rather, the terms are used to refer to the overall concept of data exchange between the Oracle products and other systems, products or applications identified in this document, and may include interfacing and/or other methods of integration or interoperation as described in the Description of Services section of this document.
   I. Migration-related assumptions:
      1. Data migration is limited to the assistance described in Section 1.A.2.f, Section 1.B.2.c, and Section 1.C.2.c.
      2. Data provided by Your organization will be validated by the Oracle Local Government implementation team before being loaded into NetSuite for Government. However, any discrepancies or inconsistencies will be

returned to You for correction or clarification, up to three (3) revisions. It is recommended that data validation occur prior to submission of the finalized dataset for loading.

3. Changes to HR and Payroll configuration or finalized datasets for HR and Payroll may only be made prior to the first payroll parallel test.
4. The amount of time required to import legacy transactions and associated detail is determined by Your ability to provide reconciled data in the format requested. Delays may impact key implementation dates, including go-live.
5. A finalized dataset for finance is defined as up to one (1) year's worth of historical data containing all the information that You wish to migrate, as validated by Your project team. Modifying the structure of the data can cause delays in the migration process and/or inconsistencies in the final result. This dataset should have all relevant details comprising the debits and credits against each accounting segment that impacts the general ledger. All transaction lines should be rounded to two (2) decimal places while maintaining balanced debits and credits and aligning with balances for each fiscal year. All transaction detail records (e.g., vendor bills, checks, accounts receivable invoices, cash receipts) must include an associating reference to the general ledger impacting transaction as well its relationship with other detail transactions such as bills-to-purchase orders or checks-to-bills. Subledger transactions details (i.e., subledger project transaction details) should be free of conflicts from their associated general ledger impact transaction.
6. A finalized dataset for HR is defined as up to one (1) year's worth of employee data containing all employee assignments and table records for the assignments. This will include positions, deductions, benefits, taxes, and demographic information per each individual employee to be migrated over. Modifying the structure of the data can cause delays in the migration process and/or inconsistencies in the final result. All employee data should be verified by Your project team as accurate and associated with the appropriate table definitions for each of the respective areas (position details, benefit tables, etc.).
7. A finalized dataset for UB is defined as up to thirteen (13) months' worth of historical data containing the required information that You wish to migrate, as validated by Your project team. Modifying the structure of the data can cause delays in the migration process and/or inconsistencies in the final result. This dataset should have all relevant details comprising the customer names, service and contact addresses, account details, meter and device identifiers, as well as debits and credits against each billable service account and the underlying financial transactions that impact the account balance. All transaction lines should be rounded to two (2) decimal places while maintaining balanced debits and credits and aligning with balances for each of the thirteen (13) fiscal months. All transaction detail records (e.g., bill IDs, payment transaction IDs, checks numbers, adjustment IDs) must include an associating reference to the account and applicable bill ID.

J. The following are not included in the scope of, or fees for, Services under this exhibit:
   1. Performance testing, tuning, or any management of performance.
   2. Testing beyond the activities described in this exhibit.
   3. Customizations to NetSuite for Government.
   4. Oracle Cloud subscription services.
   5. Languages other than U.S. English.
   6. Integrations or data conversions beyond what is explicitly described in this exhibit.
   7. Form configuration beyond what is explicitly described in this exhibit.
   8. Custom workflow models for timecard approvals.
   9. Custom payroll check forms.
   10. Cloud middleware, database, operating and other hardware activities.
   11. Oracle transactional business intelligence training.
   12. Complex business processing or orchestration related to integrations.
   13. Transformations or data mapping of elements.
   14. Any kind of data cleansing/reconciliation activities.
   15. Migration of budget line-item detail notes.
   16. Additional workforce structures for future use, expansion, or acquisitions.
   17. Extensions, customizations, or custom reports.
   18. Localizations other than those made to the chart of accounts structure.
   19. Post-production Services exceeding the effort explicitly described in this exhibit.
   20. Anything not expressly listed in the Description of Services.

STATE OF TEXAS

DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCT, SERVICES, AND RELATED SERVICES

Oracle America, Inc

1 INTRODUCTION

1.1 Parties

This contract for Oracle Branded Products and Related Services (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Oracle America, Inc a Delaware corporation (hereinafter "Successful Respondent"), with its principal place of business at 500 Oracle Parkway Redwood Shores, CA 94065.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-584, on 11/30/2023, for Oracle Branded Products and Related Services (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-584, shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

A. For any transaction under this Contract, the order of precedence shall be as follows:
   1. this Contract;
   2. **Appendix A, Standard Terms and Conditions**;
   3. **Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan**;
   4. **Appendix C, Pricing Index**;

5. The Purchase Order (as defined in Appendix A) entered into with respect to the transaction;
6. **Appendix D, General Terms – Public Sector**;
7. **Appendix E, Schedule P – Program**;
8. **Appendix F, Schedule C – Cloud Services**;
9. **Appendix G, Schedule H – Hardware**;
10. **Appendix H, Schedule OSSS – Oracle Open Source Support Services**;
11. **Exhibit 1, RFO DIR-CPO-TMP-584**, including all Addenda;
12. **Exhibit 2, Successful Respondent's Response to RFO** DIR-CPO-TMP-584, including all Addenda; and
13. **Exhibit 3, Sample Order Form Template.**

B. Each of the Appendices and Exhibits listed above is hereby incorporated by reference and together with this Contract constitute the entire agreement between DIR and Successful Respondent. Notwithstanding the foregoing, as between Appendix D (Public Sector General Terms) and the relevant Schedule for the products and services being purchased under the Contract (i.e., Appendix E, Schedule P – Program; Appendix F, Schedule C – Cloud Services; Appendix G, Schedule H – Hardware; and Appendix H – Schedule OSSS – Oracle Open Source Support Services) such Schedule shall take precedence over Appendix D (Public Sector General Terms) for such ordered product or service. Furthermore, for Cloud Services, Technical Cloud Services, and Managed Services, the Data Processing Agreement and the Service Specifications applicable to a customer's order, as described in Appendix F, Schedule C – Cloud Services, shall take precedence (subject, in the case of the Service Specifications, to the provisions of this base Contract).

1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in **Appendix A, Standard Terms and Conditions**.

2 TERM OF CONTRACT

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and one (1) optional one-year renewal (each, a "Renewal Term"). Prior to expiration of the Initial Term and the first Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

3 OPTION TO EXTEND

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contact following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) calendar days. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to the Successful Respondent.

4 PRODUCT AND SERVICE OFFERINGS

Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-584 for Oracle Branded Products and Related Services. At DIR's sole discretion, Successful Respondent may amend Appendix C, Pricing Index, to incorporate changes or make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.

5 PRICING

5.1 Pricing Index

Pricing to Customers shall be as set forth in this Section 5 and in **Appendix C, Pricing Index**, and shall include the DIR Administrative Fee (as defined below).

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5.2 Customer Discount

A. The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in **Appendix C, Pricing Index**. Successful Respondent shall not establish a List Price or MSRP for a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Successful Respondent's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.

B. Customers purchasing products or services under this Contract may negotiate more advantageous pricing or additional discounts with Successful Respondent or Order Fulfiller. Successful Respondent or Order Fulfiller and Customer shall provide the details of such additional discounts to DIR upon request.

C. If products or cloud services available under this Contract are provided at a lower price to: an eligible Customer who is a Texas governmental entity and who is not purchasing those products or services under this Contract under the same terms and conditions provided for the State for the same products and services under this Contract, then the price of such products and services under this Contract shall be adjusted to that lower price as provided below. This requirement applies to products or services quoted by Successful Respondent for a quantity of one (1) (i.e., a single hardware device, a single Oracle PaaS and IaaS Universal Credit, or a user-based on-premise license or cloud application for a single user), but does not apply to: volume discounts (including discounts based on the concurrent purchase of other products or services, or expansions or renewals of existing services); products or services using an enterprise or other non-user based metric; special pricing purchases (including pilot/proof of concept purchases, service credits or other concessionary discounts); or Related Services. If DIR provides notice to Successful Respondent of a lower price being given to a Customer described above, then, subject to the qualifications set forth in the preceding sentences, the parties agree to amend the Contract to reflect such

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lower price. Such amendment will apply retroactively to the date of Successful Respondent's receipt of notice, such that the updated pricing shall apply to any orders placed after that date. This section C shall apply only to products or services ordered directly from Successful Respondent, and shall not apply to any purchase of Successful Respondent products or services through a reseller.

5.3 Changes to Prices

A. Subject to the requirements of this section, Successful Respondent may change the price of any product or service upon changes to the List Price or MSRP, as applicable. Discount levels shall not be subject to such changes, and will remain consistent with the discount levels specified in this Contract.

B. Successful Respondent may revise its pricing by publishing a revised pricing list. If DIR, in its sole discretion, finds that the price of a product or service has been increased unreasonably, DIR may request that Successful Respondent reduce the pricing for the product or service to the level published before such revision. Upon such request, Successful Respondent shall either reduce the pricing as requested, or shall remove the product or service from the pricing list for this Contract. Failure to do so will constitute a breach by Successful Respondent.

5.4 Shipping and Handling

Prices to Customers under this Contract shall include all shipping and handling fees except as set forth below. Shipments will be Free On Board (Oracle's shipping terminology for the same is DDP – Delivered Duty Paid) Customer's Destination. No additional fees may be charged to Customers for standard shipping and handling within the United States. If a Customer requests expedited or special delivery, or delivery to locations outside of the United States, Customer will be responsible for any additional charges for expedited or special delivery or delivery to locations outside of the United States. Where relevant, each party to this Contract and each Customer shall comply with all relevant export laws and regulations, including the Export Administration Act and Regulations, to assure that no information is exported, directly or indirectly, in violation of law.

6 DIR ADMINISTRATIVE FEE

A. Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be seventy-five hundredths of a percent (0.75%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.

B. All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

7 INTERNET ACCESS TO CONTRACT AND PRICING INFORMATION

In addition to the requirements listed in **Appendix A, Section 7.2, Internet Access to Contract and Pricing Information**, Successful Respondent shall include the following with its webpage:

A. A current price list or mechanism to obtain specific contract pricing;
B. MSRP/list price or DIR Customer price;
C. Discount percentage (%) off MSRP or List Price;
D. Warranty policies; and
E. Return policies.

8 USE OF ORDER FULFILLERS

8.1 Authorization to Use Order Fulfillers

Subject to the conditions in this Section 8, DIR agrees to permit Successful Respondent to utilize designated third parties to resell products, services, and support resources to Customers under this Contract (such designated third parties are hereinafter referred to as "Order Fulfillers").

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8.2 Designation of Order Fulfillers

A. Successful Respondent may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, and to the extent required by law, Successful Respondent must be in compliance with all applicable laws and rules regarding the utilization of Historically Underutilized Businesses. DIR and Successful Respondent will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.

B. In addition to the required Subcontracting Plan, Successful Respondent shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

C. DIR reserves the right to require Successful Respondent to rescind any Order Fulfiller participation or request that Successful Respondent name additional Order Fulfillers should DIR determine it is in the best interest of the State.

D. Successful Respondent shall be responsible for its Order Fulfillers' performance under and compliance with the terms and conditions of this Contract to the extent provided in the Contract and subject to the limitations set forth in the Contract. Successful Respondent shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract. Order Fulfillers are resellers, and are not subcontractors of Successful Respondent; any order with an Order Fulfiller must be placed directly by Customer with such Order Fulfiller. Customers make the decision as to which Order Fulfiller they will place an order with (or may choose to place an order directly with Successful Respondent). Certain Order Fulfillers may only resell limited products and/or services offered under the Contract.

E. Successful Respondent may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Successful Respondent's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.

F. Successful Respondent shall not prohibit any Order Fulfiller from participating in other procurement opportunities offered through DIR.

8.3 Changes in Order Fulfiller

Successful Respondent may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. In addition, Successful Respondent may remove Order Fulfillers at any time throughout the term of the Contract upon written notice to DIR. Prior to adding or removing Order Fulfillers, Successful Respondent must make a good faith effort to revise its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Successful Respondent shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

8.4 Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall be in accordance with Section 5.

9 NOTIFICATION

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Lisa Massock or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Email: lisa.massock@dir.texas.gov

If sent to Successful Respondent:

Dapo Lawal
Oracle America, Inc
1910 Oracle Way

Confidential - Oracle Restricted

Reston, VA 20190
Phone: (703)364-0676
dapo.lawal@oracle.com

10 SOFTWARE LICENSE, LEASE, AND SERVICE AGREEMENTS

10.1 General Agreement

A. A Customer's acquisition of Products or Service Offerings under this Contract shall be on the terms set forth herein and in the General Terms (Appendix D to the Contract), the applicable Schedule thereto (Schedules to the General Terms are incorporated as Appendices E through H to the Contract) and the applicable Order Form.

B. A Customer's compliance with the General Terms and the Schedule(s) and Order Form(s) applicable to their acquisitions under the Contract is the responsibility of the Customer, and DIR shall not be responsible for any Customer's compliance with the foregoing. If DIR purchases Products or Service Offerings for its own use under the Contract, it shall be responsible for its own compliance with the terms and conditions contained the General Terms and the Schedule(s) and Order Form(s) applicable to its purchase.

11 CONFLICTING OR ADDITIONAL TERMS

A. The terms and conditions of this Contract and a Customer's Purchase Order shall take precedence over any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents (other than those agreed to in an applicable Purchase Order), which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract and the applicable Purchase Order (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. The terms and conditions of this Contract shall take precedence over any conflicting terms in a Purchase Order (including

without limitation any linked or supplemental documents referenced or incorporated therein) to the extent provided in Section 1.3, Order of Precedence, of the Contract. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.

B. Unless otherwise provided in an applicable Purchase Order, any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent update or amendment to an Additional Agreement may only apply to a resulting Purchase Order to the extent provided in any resulting Purchase Order that is executed.

C. Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer, under the terms of this Contract and the applicable Purchase Order; or ii) imposes additional costs, burdens, or obligations upon Customer beyond those included in the applicable Purchase Order, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer under this Contract and the applicable Purchase Order.

D. If Successful Respondent attempts to do anything prohibited by the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

12 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS

1. Section 1, Contract Scope, is hereby replaced in its entirety with the following:

   Section 1 Contract Scope

   Successful Respondent shall provide the products and/or services specified in the Contract for purchase by Customers. Terms used in this document shall have the meanings set forth below in Section 3, Definitions. Terms used but not defined herein shall have the meaning ascribed to them elsewhere in the Contract and its Appendices as appropriate.

2. Section 3.4, Customer, is hereby replaced in its entirety with the following:

   3.4 Customer

   a. Any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, a public safety entity, as defined by 47 U.S.C. Section 1401, or a county hospital, public hospital, or hospital district, the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001:

      A. A non-profit organization that provides educational, health or human services or assistance to homeless individuals;

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B. A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;

C. Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;

D. A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;

E. A local workforce development board created under Section 2308.253, Texas Government Code;

F. A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;

G. The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;

H. A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and

I. A nonprofit organization that provides affordable housing.

b. For the avoidance of doubt, this list identifies entities that are eligible by law but does not obligate Successful Respondent to make sales to any particular Customer.

3. Section 3.8, Invoice, is hereby replaced in its entirety with the following:

3.8 Invoice

Refers to an instrument submitted by Successful Respondent for payment of products or services.

4. Section 3.9, Purchase Order, is hereby replaced in its entirety with the following:

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3.9 Purchase Order

Refers to the agreement, comprised of the Order Form and, if agreed upon and signed by both Successful Respondent and Customer, any Statement of Work or Encumbering Document entered into in connection therewith, for a purchase of products or services under the Contract.

5. Section 3.15, Order Form, is hereby added as follows:

3.15 Order Form

Refers to Successful Respondent's ordering document forms to be used by Customer when placing an order. An Order Form for a specific transaction may include negotiated terms applicable to the transaction and requires the signature of the Customer and (except in the case of an Order Form for technical support renewal on the terms issued by Successful Respondent or the Order Fulfiller) Successful Respondent (for Order Forms placed with Successful Respondent) or the Order Fulfiller (for Order Forms placed with an Order Fulfiller).

6. Section 3.16, Encumbering Document, Is hereby added as follows:

3.16 Encumbering Document

Refers to Customer's fiscal form or format or other document used by Customer to evidence the appropriation of funds for the purchase of products or services from Successful Respondent under the Contract, including but not limited to a formal written purchase order, procurement card, electronic purchase order, or another authorized instrument.

7. Section 4.2, Modification of Contract Terms and/or Amendments, is hereby replaced in its entirety with the following:

4.2 Modification of Contract Terms and/or Amendments

A. The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Successful Respondent.

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B. DIR may amend the Contract upon thirty (30) calendar days written notice to Successful Respondent without the need for Successful Respondent's written consent: i) as necessary to satisfy a regulatory requirement imposed upon DIR by a governing body with the appropriate authority; or ii) as necessary to satisfy a procedural change due to DIR system upgrades or additions. Successful Respondent may terminate the Contract, with an effective date of termination to be determined by Successful Respondent, upon written notice to DIR within 60 days of the effective date of such amendment.

C. Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract or that are more beneficial to the Customer, and are acceptable to Successful Respondent, may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract that takes precedence over the Purchase Order (as determined by Section 1.3, Order of Precedence, of the Contract). Pre-printed terms and conditions on any Encumbering Document issued by Customer hereunder will have no force and effect.

D. Customer(s) and Successful Respondent may negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract.

8. Section 4.4, Assignment, is hereby replaced in its entirety with the following:

4.4 Assignment

A. DIR or Successful Respondent may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), ii) a subsidiary, parent company or affiliate, or in connection with a merger, consolidation, acquisition, internal restructuring or sale of all or substantially all of the assets of Successful Respondent, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Notwithstanding the foregoing, (i) Successful Respondent may not assign its

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rights under the Contract if such assignment is prohibited by law, nor may Successful Respondent assign its rights to any entity which is prohibited from contracting with DIR or the State of Texas and (ii) if it is determined by DIR that the assignment requires consent pursuant to Section 2262.056(b) and DIR does not ultimately consent to the assignment, retroactive to the date thereof, the Contract shall be deemed to have been terminated for convenience by DIR effective immediately prior to such assignment.

B. A Customer may assign a Purchase Order issued under the Contract without prior written approval to: i) a successor in interest (another state agency as designated by the Texas Legislature), or ii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.

C. Except as provided in Section 4.4 above, neither Successful Respondent nor DIR shall assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the other party. Any attempted assignment in violation of this provision is void and without effect. Except as provided in Section 4.4.B above or the applicable Purchase Order, a Customer may not assign a Purchase Order or give or transfer the Programs, Operating Systems, Integrated Software or Service Offerings or an interest in them to another individual or entity without the prior written consent of Successful Respondent. Such consent will not be unreasonably withheld.

7. Section 4.5, Survival, is hereby replaced in its entirety with the following:

4.5 Survival

All applicable Statements of Work that were entered into between Successful Respondent and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Successful Respondent shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner in accordance with the termination provisions of the Contract. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than three (3) years. In all instances of termination or expiration and no later than five (5) days after termination or

expiration or upon DIR request, Successful Respondent shall provide a list, in accordance with the format requested by DIR (i.e., Excel, Word, etc.), of all surviving Statements of Work and Purchase Orders to the DIR Contract Manager and shall continue to report sales and pay the DIR Administrative Fees for the duration of all such surviving Statements of Work and Purchase Orders. Rights and obligations under the Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality; and indemnification will remain in effect.

9. Section 4.6, Choice of Law, is hereby replaced in its entirety with the following:

4.6 Choice of Law

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. In any litigation where any state agency is a party, and subject to the requirements of Chapter 2260, Texas Government Code, the exclusive venue of any such suit arising under the Contract is fixed in the state courts of Travis County, Texas. If litigation does not involve any state agency, then venue is fixed in the state courts of the Texas county where the Customer is primarily situated or where Customer and Successful Respondent have agreed in the applicable Purchase Order, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the Customer. If a Texas state court does not have jurisdiction over an action, including claims where a federal court has exclusive or original jurisdiction, the exclusive forum shall be in the U.S. District Court for the Western District of Texas unless otherwise agreed to between Customer and Successful Respondent. Regardless of any provision anywhere in the Contract, no state agency or other Customer in any manner waives any defense or immunity whatsoever.

10. Section 4.9, Data Location, is hereby replaced in its entirety with the following:

4.9 Data Location

Regardless of any other provision of the Contract or its incorporated or referenced documents, all data for State of Texas Customers shall be processed, accessed, viewed, transmitted, and received by the Successful Respondent always and exclusively within the contiguous United States, provided that State of Texas Customers can specifically elect otherwise in a Purchase Order. "Support Data," defined as data collected and maintained by Successful Respondent when a Customer submits requests for support and troubleshooting services, including information about the solutions and other details about the support incident and interaction; configuration support data; performance monitoring data; and security threat data (threat intelligence data, URLs, metadata, netflow data, and origin and nature of malware) necessary to enable provisioning of the services, including security features of the solutions, shall not be subject to this requirement, unless otherwise requested by a Customer. For all Customers outside the State of Texas' jurisdiction, the question of data location shall be at the discretion of such Customers. NOTE: CUSTOMERS SHOULD CONSIDER WHETHER THEY REQUIRE CONTIGUOUS US-ONLY DATA LOCATION AND HANDLING AND MAKE ORACLE AWARE OF THEIR REQUIREMENTS.

11. Section 5, Intellectual Property Matters, is hereby replaced in its entirety with the following:

5 Intellectual Property Matters

The Contract does not contemplate, authorize, or support the development or acquisition of custom software products or custom software development services.

12. Section 6, Subsection A, is hereby replaced in its entirety with the following:

A. Under Texas Government Code Chapter 2054, Subchapter M, and DIR implementing rules, DIR and certain Customers must procure electronic and information resources that comply with current accessibility standards when products or services are available in the commercial marketplace or when products are developed in response to procurement solicitations. The Parties acknowledge and agree that accessibility requirements are subject to modification by relevant legislative bodies.

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i) Successful Respondent shall provide Customer with access to available and published information regarding Successful Respondent's products and services to permit Customer to determine whether products and services available pursuant to the Contract and any associated Purchase Order comply with the Customer's accessibility requirements.

ii) The extent to which an Oracle product is, prior to any customizations, capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as 'Section 508'), effective as of June, 2001, or the Revised version in Appendix A (known as 'Revised Section 508') effective as of January, 2018 and the Web Content Accessibility Guidelines (WCAG) version 2.0 level AA, or the Web Content Accessibility Guidelines (WCAG) version 2.1 level AA as indicated by the dependencies, comments and exceptions (some of which may be significant, if any) noted on the applicable Accessibility Conformance Report (ACR) based on the Voluntary Product Accessibility Templates (VPAT) available at www.oracle.com/accessibility for each product, when they are used in accordance with Oracle's associated documents and other written information, and provided that any assistive technologies and any other products used with them properly interoperate with them. In the event that no ACR is available for a particular Oracle product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. In some cases, the outcome may be that a product is still being evaluated for accessibility, may be scheduled to meet accessibility standards in a future release, or may not be scheduled to meet accessibility standards at all. Oracle Support customers with disabilities may use the online My Oracle Support or call Oracle Support at 1.800.223.1711. Hearing-impaired customers in the U.S. who wish to speak to an Oracle Support representative may use a telecommunications relay service (TRS). Information about the TRS is available at https://www.fcc.gov/file/15195/download (PDF), and a list of telephone numbers is available at http://www.fcc.gov/cgb/dro/trsphonebk.html. International hearing-impaired customers should use the TRS at +1.605.224.1837. Oracle Support will respond to product accessibility issues according to the current Technical Support Policies. No other terms, conditions, statements or any other such representations regarding or related to accessibility shall apply to the Oracle products

provided under this agreement. Oracle cannot make any commitments about future product directions, including plans to address accessibility or the availability of ACRs. Product direction remains at the sole discretion of Oracle.

13. Section 6.B, Subsection iii, is hereby replaced in its entirety with the following:

iii) Successful Respondent agrees to coordinate all State agency commodity item sales through its existing DIR contract(s), if any, covering such commodity items. Institutions of higher education are exempt from this Section.

14. Section 7.1, Service Sale and Support of the Contract, is hereby replaced in its entirety with the following:

7.1 Service, Sales and Support of the Contract

Successful Respondent shall provide service, sales, and support resources to serve all Customers. It is the responsibility of Successful Respondent to sell, market, and promote products and services available under the Contract. Successful Respondent shall use best efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for products and services under the Contract shall be in accordance with the Contract.

15. Section 7.3, Accurate and Timely Contract Information, is hereby replaced in its entirety with the following:

7.3 Accurate and Timely Contract Information

Successful Respondent will use commercially reasonable efforts to ensure that the website information specified in the above paragraph will be accurately and completely posted, maintained, and displayed in an objective and timely manner. Successful Respondent, at its own expense, shall correct any non-conforming or inaccurate information posted at Successful Respondent's website within ten (10) business days after written notification by DIR.

16. Section 7.8, Services Warranty and Return Policies, is hereby replaced in its entirety with the following:

7.8 Services Warranty and Return Policies

Successful Respondent will adhere to Successful Respondent's warranties and return policies contained or referenced in the Schedule applicable to the subject Purchase Order. Such policies for Customers will not be more restrictive or more costly than warranty and return policies generally made available to other similarly situated customers for like products and services.

17. Section 7.11, Trade Show Participation, is hereby replaced in its entirety with the following:

7.11 Trade Show Participation

Successful Respondent may participate in one or more DIR sponsored trade shows each calendar year. Successful Respondent understands and agrees that participation, at Successful Respondent's expense, includes providing a manned booth display or similar presence. DIR will provide four (4) months advance notice of any requested participation. Successful Respondent must display the DIR logo at any such requested trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on Successful Respondent's booth.

18. Section 7.14, DIR Cost Avoidance, is hereby replaced in its entirety with the following:

7.14 DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon reasonable request by DIR, Successful Respondent shall provide DIR with a detailed report of a representative sample of products or services sold under the Contract. The report shall contain part number, product or service description, list price, price to Customer under the Contract, and to the extent it exists, pricing from three alternative

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sources under which DIR Customers can procure the products or services, which may include any other Successful Respondent contracts with NASPO, GSA, TCPN, or TIP.

19. Section 8.1, Purchase Orders, is hereby replaced in its entirety with the following:

8.1 Purchase Orders

All Purchase Orders will be placed directly with Successful Respondent or Order Fulfiller. Accurate Purchase Orders shall be effective and binding upon Successful Respondent when accepted by Successful Respondent.

20. Section 8.2, Invoices, is hereby replaced in its entirety with the following:

8.2 invoices

A. Invoices shall be submitted directly to Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for products and/or services purchased under the Contract and any provision of acceptance of such services shall be made by the Customer. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Successful Respondent or Order Fulfiller, as applicable, will agree to acceptable terms.

B. Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to services, prices, and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the products and services by the Customer.

C. The DIR Administrative Fee shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

21. Section 8.4, Tax-Exempt, is hereby replaced in its entirety with the following:

8.4 Tax-Exempt

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In accordance with 151.309, Texas Tax Code, Customers that are governmental entities are exempt from the assessment of State sales, use and excise taxes. Further, certain Customers are exempt from Federal Excise Taxes in accordance with 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Successful Respondent upon request.

22. Section 8.5, Traven Expense Reimbursement, is hereby replaced in its entirety with the following:

8.5 Travel Expense Reimbursement

Pricing for services provided under the Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (https://comptroller.texas.gov/purchasing/programs/travel-management/). Travel time may not be included as part of the amounts payable by Customer for any services rendered under the Contract. The DIR Administrative Fee is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer, and inclusion of travel expenses in a Purchase Order will serve as approval of such expenses, subject to any conditions on reimbursement included in such Purchase Order. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

23. Section 9.2.2, Detailed Monthly Reports, is hereby replaced in its entirety with the following:

9.2.2 Detailed Monthly Report

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A. Using the Vendor Sales Report (VSR) portal, Successful Respondent shall provide DIR with a monthly report in the format required by DIR detailing sales activity under the Contract for the previous calendar month period. This includes months in which there are no sales. Reports may be submitted between the first (1st) and the fifteenth (15th) of each month and are due no later than the fifteenth (15th) calendar day of the month following the month of the sale. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. Per transaction, the monthly report shall include, at a minimum: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price (if available), unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the estimated DIR Administrative Fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to Successful Respondent for correction in accordance with this Section.

B. Successful Respondent shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in Contract termination.

24. Section 9.3, Records and Audits, is hereby replaced in its entirety with the following:

9.3 Records and Audits

A. Acceptance of funds under the Contract by Successful Respondent and/or Order Fulfiller acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Successful Respondent further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Successful Respondent shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Successful Respondent or directly by Order Fulfillers and the requirement to cooperate is included

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in any subcontract or Order Fulfiller contract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

B. Successful Respondent and Order Fulfillers shall maintain adequate records to establish compliance with the Contract until the later of a period of seven 7) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract, whichever is later. Such records shall include per transaction: Order Fulfiller name if applicable, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

C. Successful Respondent shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, customer contracts, agreements, purchase orders and statements of work entered into for purchases under this Contract, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the Compliance Checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking, and/or copying such books and records.

D. Successful Respondent shall provide copies and printouts requested by DIR without charge. DIR shall use best efforts to provide Successful Respondent ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Successful Respondent's records. Successful Respondent's records, whether paper or electronic, shall be made available during regular office hours. Successful Respondent personnel familiar with Successful Respondent's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. If Successful Respondent is found to be responsible for inaccurate reports, DIR

may invoice for the reasonable costs of the audit, which Successful Respondent must pay within thirty (30) calendar days of receipt.

E. For procuring State Agencies whose payments are processed by the CPA, the volume of payments made to Order Fulfillers through the CPA and the administrative fee based thereon shall be presumed correct unless Successful Respondent can demonstrate to DIR's satisfaction that Successful Respondent's calculation of DIR's administrative fee is correct.

25. Section 10.1.1, Indemnification, is hereby replaced in its entirety with the following.

10.1 Indemnification

10.1.1 Indemnities by Successful Respondent for Cloud Services:

For all Cloud Services purchases governed by Oracle Schedule C, the following indemnification obligations apply:

A. Successful Respondent shall indemnify DIR, the State of Texas, and Customers, AND/OR THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUCCESSORS, ASSIGNEES AND/OR DESIGNEES (I.E., PARTIES DESIGNATED AS AN INDEMNIFIED PARTY IN THE APPLICABLE PURCHASE ORDER OR OTHER WRITTEN AGREEMENT SIGNED BY ORACLE AND THE CUSTOMER) FROM ANY AND ALL THIRD-PARTY ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED LIABILITIES, COSTS, ATTORNEY FEES, AND EXPENSES AWARDED BY A COURT TO THE THIRD PARTY OR INCLUDED IN A SETTLEMENT AGREED TO BY SUCCESSFUL RESPONDENT (such agreement shall not be unreasonably withheld) arising out of, resulting from, or related to:

(i) any and all third party claims alleging infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights (an "Infringement") by products or services furnished in or in connection with the performance of the Contract and any Purchase Orders issued under the Contract, subject to and in accordance with Section 10.1.3;

(ii) any and all third party claims arising from any unauthorized access to

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DIR data, Customer data, confidential information of DIR or Customer, or any other protected or regulated data, if the unauthorized access was caused by a material breach of Successful Respondent's security practices incorporated into the applicable Purchase Order (including a material breach resulting from actions of its Third-Party Providers or subcontractors);

(iii) any claim related to tax liability, unemployment insurance or workers' compensation, or expectations of benefits, by Successful Respondent's employees, representatives, agents, or subcontractors arising out of performance of the Contract and any Purchase Orders issued under the Contract.

B. SUCCESSFUL RESPONDENT AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER AND TO DIR OF ANY SUCH CLAIM.

C. This Section is not intended to and shall not be construed to require Successful Respondent to indemnify or hold harmless the State, DIR, or Customers for any claims or liabilities resulting from the negligent acts or omissions of DIR, Customers, or their employees.

10.1.2 Indemnities by Successful Respondent for All Other Offerings:

For all other products and services sold through this Contract, the following indemnification obligations apply:

A. Successful Respondent shall indemnify DIR, the State of Texas, and Customers, AND/OR THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUCCESSORS, ASSIGNEES, AND/OR DESIGNEES (I.E., PARTIES DESIGNATED AS AN INDEMNIFIED PARTY IN THE APPLICABLE PURCHASE ORDER OR OTHER WRITTEN AGREEMENT SIGNED BY ORACLE AND THE CUSTOMER) FROM ANY AND ALL THIRD-PARTY ACTIONS, CLAIMS, DEMANDS OR SUITS, AND ALL RELATED LIABILITIES, COSTS, ATTORNEY FEES, AND EXPENSES AWARDED BY A COURT TO THE THIRD PARTY OR INCLUDED IN A SETTLEMENT AGREED TO BY

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SUCCESSFUL RESPONDENT arising out of, resulting from, or related to:

(i) any acts or omissions of Successful Respondent, its employees, or Third Party Providers in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;

(ii) any and all third party claims alleging infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights (an "Infringement") by products or services furnished in or in connection with the performance of the Contract and anyPurchase Orders issued under the Contract, subject to and in accordance with Section 10.1.3;

(iii) any and all third party claims arising from any unauthorized access to DIR data, Customer data, confidential information of DIR or Customer, or any other protected or regulated data, if the unauthorized access was caused by a material breach of Successful Respondent's security practices incorporated into the applicable Purchase Order (including a material breach resulting from actions of its Third-Party Providers or subcontractors); and

(iv) any claim related to tax liability, unemployment insurance or workers' compensation, or expectations of benefits by Successful Respondent's employees, representatives, agents, or subcontractors arising out of performance of the Contract and any Purchase Orders issued under the Contract.

B. SUCCESSFUL RESPONDENT AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER AND TO DIR OF ANY SUCH CLAIM.

C. This Section is not intended to and shall not be construed to require Successful Respondent to indemnify or hold harmless the State, DIR, or Customers for any claims or liabilities resulting from the negligent acts or omissions of DIR, Customers, or their employees.

10.1.3 Infringement

A. Successful Respondent shall defend and indemnify DIR, the State of Texas, and

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Customers, AND/OR THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUCCESSORS, ASSIGNEES AND/OR DESIGNEES (I.E., PARTIES DESIGNATED AS AN INDEMNIFIED PARTY IN THE APPLICABLE PURCHASE ORDER OR OTHER WRITTEN AGREEMENT SIGNED BY ORACLE AND THE CUSTOMER) FROM ANY AND ALL THIRD PARTY CLAIMS OF INFRINGEMENT DESCRIBED IN SECTIONS 10.1.1(A)(i) AND 10.1.2(A)(ii); SUCCESSFUL RESPONDENT SHALL BE LIABLE TO PAY ALL COSTS OF ITS DEFENSE AND ALL RELATED LIABILITIES, COSTS, ATTORNEYS FEES, AND EXPENSES AWARDED BY A COURT TO THE THIRD PARTY OR INCLUDED IN A SETTLEMENT AGREED TO BY SUCCESSFUL RESPONDENT. THE DEFENSE SHALL BE COORDINATED BY SUCCESSFUL RESPONDENT WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUCCESSFUL RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

B. If Successful Respondent becomes aware of an actual or potential claim of an Infringement, or Customer provides Successful Respondent with notice of an actual or potential claim of an Infringement, Successful Respondent may (or in the case of an injunction against Customer, shall), at Successful Respondent's soleexpense: (i) procure for Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing or (iii) if these options are not commercially reasonable, end the license for, and require the return of, the affected portion of the product or service and refund any unused, prepaid fees the Customer may have paid for it. If such return materially affects Successful Respondent's ability to meet its obligations under the relevant Purchase Order, then Successful Respondent may at its option terminate the Purchase Order upon thirty days' prior written notice.

C. Successful Respondent shall have no liability under Section 10.1.1(A)(i), 10.1.2(A)(ii) and this Section 10.1.3 to the extent the alleged infringement is caused by: (i) use of the product or service in combination with any software,

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data, hardware, material, or service not provided by Successful Respondent under the Contract; (ii) use of the product or service outside of the scope of use identified in the applicable user or program documentation services specifications; (iii) any modification made to the product without Successful Respondent's written approval; (iv) any modification made to the product by the Successful Respondent pursuant to Customer's specific instructions; (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement; or (vi) if the Customer uses a version of product or service which has been superseded via a patch, update, upgrade, fix or similar method or process made available to the customer and the Customer fails to use such newer version of the product or service after the Customer has been notified in writing of the new version. For the avoidance of doubt, the foregoing sentence does not limit Respondent's liability for any claim of infringement (or any portion of a claim of infringement) where any of the circumstances listed as items (i) through (vi) above are present, but are not the cause of the alleged infringement.

D. Successful Respondent will transfer to Customer any third party intellectual property infringement indemnification for non-Oracle Branded products, software, and services delivered under the Contract and transferable to Customer.

E. For the avoidance of doubt, Section 10.1.1(A)(i), Section 10.1.2(A)(ii), and this Section 10.1.3. do not apply to infringement claims with respect to Covered Programs (as defined in Appendix H - Schedule OSSS – Oracle Open Source Support Services).

F. THIS SECTION 10.1.3 PROVIDES CUSTOMER'S EXCLUSIVE REMEDY FOR ANY INFRINGEMENT CLAIMS OR DAMAGES DESCRIBED IN Sections 10.1.1(A)(i) or 10.1.2(A)(ii) (EXCEPT WITH RESPECT TO COVERED PROGRAMS AS PROVIDED IN APPENDIX H).

G. The parties hereby clarify that with respect to Cloud Services, Successful Respondent will not indemnify Customer to the extent that an infringement claim is based on Third Party Content (as defined in Appendix F (Schedule C –

Cloud Services)) or any material from a third party portal or other external source that is accessible to Customer within or from the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, etc.). Successful Respondent will not indemnify Customer for infringement caused by such Customer's actions against any third party if the Cloud Services as delivered to such Customer and used in accordance with the terms of this Contract would not otherwise infringe any third party intellectual property rights. With respect to Cloud Services, the infringement indemnification does not include Separately Licensed Third Party Technology (as defined in Appendix D (General Terms – Public Sector)). Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use the Cloud Services and that is used (a) in unmodified form, (b) as part of or as required to use the Cloud Services, and (c) in accordance with the usage grant for the relevant Cloud Services and all other terms and conditions of this Contract, Successful Respondent will indemnify Customer for infringement claims for Separately Licensed Third Party Technology to the same extent as Successful Respondent is required to provide infringement indemnification under the terms of this Contract. Solely with respect to Hardware Devices (as defined in Section 12 of Appendix F – Schedule C of the Contract) if Successful Respondent believes or it is determined that the Hardware device may have violated a third party's intellectual property rights, Successful respondent may choose to either replace or modify the Hardware Device (or portion thereof) to be non-infringing (while substantively preserving its utility or functionality or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, may remove the applicable Hardware Device (or portion thereof) and refund the net book value for the Hardware Device.

26. Section 10.2, Property Damage, is hereby replaced in its entirety with the following:

10.2 Property Damage

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY TANGIBLE OR REAL PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE,

MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF SUCCESSFUL RESPONDENT'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS WHILE PROVIDING ON-SITE SERVICES UNDER THE CONTRACT, SUCCESSFUL RESPONDENT SHALL PAY FOR COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF SUCH PROPERTY. ANY UNDISPUTED COST SHALL BE DUE AND PAYABLE BY SUCCESSFUL RESPONDENT WITHIN NINETY (90) CALENDAR DAYS AFTER THE RECEIPT BY SUCCESSFUL RESPONDENT OF WRITTEN NOTICE OF CUSTOMER'S DETERMINATION OF THE AMOUNT DUE.

27. Section 10.4, Successful Respondent Certifications, is hereby replaced in its entirety with the following:

10.4 Successful Respondent Certifications.

A. Successful Respondent represents and warrants that, in accordance with Section 2155.005, Texas Government Code, neither Successful Respondent nor the firm, corporation, partnership, or institution represented by Successful Respondent, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983,Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Successful Respondent.

B. Successful Respondent hereby certifies, represents, and warrants, on behalf of Successful Respondent that:

i) it has not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;

ii) it is not currently delinquent in the payment of any franchise tax owed the State and is not ineligible to receive payment under Section 231.006, Texas Family Code, and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;

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iii) neither it, nor any of its employees acting for it, has violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

iv) it has not received payment from DIR or any of its employees for participating in the preparation of the Contract;

v) under Section 2155.004, Texas Government Code, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;

vi) to the best of its knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Successful Respondent, which if determined adversely to Successful Respondent, will have a material adverse effect on the ability to fulfill its obligations under the Contract;

vii) Successful Respondent and its principals are not suspended or debarred from doing business with the federal government as listed in the System for Award Management(SAM) maintained by the General Services Administration, nor is Successful Respondent subject to any Federal Executive Orders issued banning certain entities or countries.

viii) as of the Effective Date, it is not listed in any of the Divestment Statute Lists published on the Texas State Comptroller's website(https://comptroller.texas.gov/purchasing/publications/divestment.php);

ix) in the performance of the Contract, Successful Respondent shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Section 2155.4441, Texas Government Code;

x) Reserved;

xi) to the extent Successful Respondent owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts Successful Respondent is

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otherwise owed under the Contract may be applied toward any debt Successful Respondent owes the State of Texas until the debt is paid in full;

xii) it is in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;

xiii) the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that Successful Respondent will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify Successful Respondent shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;

xiv) under Section 2155.006 and Section 2261.053, Texas Government Code, it is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;

xv) it has complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, Successful Respondent acknowledges the applicability of Section 2155.444 and Section 2155.4441, Texas Government Code, in fulfilling the terms of the Contract;

xvi) Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Section 556.005 or Section 556.008, Texas Government Code;

xvii) in accordance with Section 2271.002, Texas Government Code, by signature hereon, Successful Respondent does not boycott Israel and will not boycott Israel during the term of the Contract;

xviii) in accordance with Section 2155.0061, Texas Government Code, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;

xix) in accordance with Section 2252.152, Texas Government Code, it is not identified on a list prepared and maintained under Section 2270.0201 (previously 806.051) or Section 2252.153, Texas Government Code;

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xx) if Successful Respondent is required to make a verification pursuant to Section 2276.002, Texas Government Code, Successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of the Contract;

xxi) if Successful Respondent is required to make a verification pursuant to Section 2274.002, Texas Government Code, Successful Respondent verifies that it (A) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (B) will not discriminate during the term of the contract against a firearm entity or firearm trade association;

xxii) under Section 161.0085, Texas Health and Safety Code, Successful Respondent is not ineligible to receive the Contract;

xxiii) if Successful Respondent is required to make a certification pursuant to Section 2275.0102, Texas Government Code, (A) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Respondent is not held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure;(B)Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Successful Respondent is not held or controlled by a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; and (C) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not headquartered in China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure;

xxiv) If the services to be provided under a Purchase Order include cloud computing services, Successful Respondent shall comply with the applicable requirements of the Texas Risk and Authorization Management Program ("TX-RAMP"), as provided by 1 TAC §§ 202.27 and 202.77, and the TX-RAMP Program Manual

("Program Manual"), to the extent applicable to maintenance of any level of TXRAMP Certification required pursuant to the terms of such Purchase Order. To the extent required by the foregoing, Successful Respondent shall maintain program compliance and certification throughout the term of such Purchase Order, including providing all quarterly and ongoing documentation required by the Program Manual and any other continuous monitoring documentation or artifacts required by the Customer issuing such Purchase Order. Upon request from DIR or the Customer issuing such Purchase Order, Successful Respondent shall provide all documents and information necessary to demonstrate Successful Respondent's compliance with TX-RAMP;

xxv) neither it, nor its holding companies or subsidiaries, is:

(a) Listed in Section 889 of the 2019 National Defense Authorization Act;
(b) Listed in Section 1260H of the 2021 National Defense Authorization Act; or
(c) Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. Section 791.4; or
(d) Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. Section 791.4.; and

xxvi) all information provided by Successful Respondent in or pursuant to the requirements of the Contract is current and accurate as of the date provided.

C. During the term of the Contract, Successful Respondent shall promptly disclose to DIR all changes that occur to the foregoing certifications, representations, and warranties. Successful Respondent covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations, and warranties and any changes thereto.

D. In addition, Successful Respondent understands and agrees that if Successful Respondent responds to certain Customer pricing requests, then, in order to contract with the Customer, Successful Respondent may be required to comply with

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additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

28. Section 10.5, Ability to Conduct Business in Texas, is hereby replaced in its entirety with the following:

10.5 Ability to Conduct Business in Texas

Successful Respondent is authorized and validly existing under the laws of its state of organization and shall be authorized to do business in the State of Texas in accordance with Texas Business Organization Code, Title 1, Chapter 9. Upon request by DIR, Successful Respondent shall provide a certificate of fact or good standing, or similar applicable document, evidencing Successful Respondent's authorization to do business in the State of Texas and the validity of Successful Respondent's existence under the laws of its state of organization.

29. Section 10.6, Equal Opportunity Compliance, is hereby replaced in its entirety with the following:

10.6 Equal Opportunity Compliance

Successful Respondent agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws, and the laws of the State of Texas, and the state in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, Successful Respondent agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Successful Respondent under the Contract. If Successful Respondent is found to be not in compliance with these requirements during the term of the Contract, Successful Respondent agrees to take appropriate steps to correct these deficiencies. Upon reasonable request, Successful Respondent will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as necessary specific

information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

30. Section 10.7, Use of Subcontractors, is hereby replaced in its entirety with the following:

10.7 Use of Subcontractors

If Successful Respondent uses any subcontractors in the performance of the Contract, Successful Respondent must make a good faith effort in the submission of its HUB Subcontracting Plan (HSP) in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). A revised HSP approved by DIR's HUB Office shall be required before Successful Respondent can engage additional subcontractors in the performance of the Contract. A revised HSP approved by DIR's HUB Office shall be required upon removal of subcontractors currently engaged in the performance of the Contract. Successful Respondent shall remain solely responsible for the performance of its obligations under the Contract.

31. Section 10.8, Responsibility for Actions, is hereby replaced in its entirety with the following:

10.8 Responsibility for Actions

A. Successful Respondent is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Successful Respondent nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

B. Successful Respondent shall report to the DIR Contract Manager promptly any change to the information contained in Section 10.4, Successful Respondent Certifications, of this Appendix A to the Contract. Successful Respondent covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and/or the status of conflicts of interest. If the preceding is prevented by law, Successful

Respondent must provide the fact of the change, the nature of the change, and the citation to the law preventing further disclosure to DIR.

32. Section 10.10, Security of Premises, Equipment, Data and Personnel, is hereby replaced in its entirety with the following:

10.10 Security of Premises, Equipment, Data and Personnel

A. Successful Respondent or Third-Party Providers may, from time to time when performing on-site services during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, information, files, and materials belonging to a Customer. In performing such on-site services, Successful Respondent and Third-Party Providers shall preserve the safety, security, and the integrity of such personnel, premises, equipment, and other property, including data, information, files, and materials belonging to Customer, in accordance with the reasonable instruction of Customer which will be provided to Successful Respondent in advance in writing to the extent practicable and for information, in accordance with all obligations concerning protection of information included in the applicable Purchase Order. If Successful Respondent or Third-Party Provider fails to comply with Customer's security requirements (provided that the Customer provides the security requirements to Successful Respondent in advance as provided above in this Section), then Customer may immediately terminate the Purchase Order.

B. If a Purchase Order is subject to Section 2054.138, Texas Government Code, Successful Respondent shall meet the security controls required by the terms of such Purchase Order and shall periodically provide to the Customer the evidence specified therein that Successful Respondent meets such required security controls.

33. Section 10.11, Background and/or Criminal History Investigation, is hereby replaced in its entirety with the following:

10.11 Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of Successful Respondent's employees and Third-Party Providers who will

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be providing services to the Customer under the Contract may be performed by the Customer or the Customer may require that Successful Respondent conduct such background checks. Should any employee or Third-Party Provider of Successful Respondent who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or Third-Party Provider in question. In the event that Customer conducts or requires Successful Respondent to conduct a background check, the terms of such background check will be outlined in the applicable Purchase Order.

34. Section 10.12, Limitation of Liability, is hereby replaced in its entirety with the following:

10.12 Limitation of Liability

A. FOR ANY CLAIM OR CAUSE OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT OR ANY PURCHASE ORDER, TO THE EXTENT NOT PROHIBITED BY THE CONSTITUTION AND THE LAWS OF THE STATE, NONE OF THE PARTIES THERETO (NOR IN THE CASE OF SUCCESSFUL RESPONDENT, ITS AFFILIATES), SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF IT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA OR DATA USE.

B. Successful Respondent and a Customer may include in a Purchase Order a term limiting Successful Respondent's liability for damages in any claim or cause of action arising under or related to such Purchase Order; provided that any such term may not limit Successful Respondent's liability in a manner less favorable to the Customer than the applicable provisions of Sections C through F below.

C. EXCEPT AS SET FORTH IN SECTIONS D, E AND F BELOW, FOR ANY CLAIM OR CAUSE OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT OR ANY PURCHASE ORDER, SUCCESSFUL RESPONDENT'S MAXIMUM LIABILITY FOR DAMAGES OF ANY KIND, WHETHER IN CONTRACT OR TORT, OR OTHERWISE

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- TO THE CUSTOMER, SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES CUSTOMER PAID TO SUCCESSFUL RESPONDENT UNDER THE SCHEDULE GIVING RISE TO THE LIABILITY, AND IF SUCH DAMAGES RESULT FROM CUSTOMER'S USE OF PROGRAMS, HARDWARE OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES PAID AND PAYABLE BY SUCH CUSTOMER UNDER THE PURCHASE ORDER FOR THE DEFICIENT PROGRAM, HARDWARE OR SERVICE GIVING RISE TO THE LIABILITY.
- TO DIR (OTHER THAN ITS CAPACITY AS A CUSTOMER) SHALL BE LIMITED TO TWO MILLION DOLLARS ($2,000,000).

D. NOTWITHSTANDING SECTION 10.12.C, FOR ANY CLAIM OR CAUSE OF ACTION ARISING UNDER OR RELATED TO ANY PURCHASE ORDER GOVERNED BY SCHEDULE C, THE MAXIMUM LIABILITY OF SUCCESSFUL RESPONDENT AND ITS AFFILIATES FOR DAMAGES OF ANY KIND, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO (i) TWO (2) TIMES THE FEES PAID AND PAYABLE BY CUSTOMER UNDER THE APPLICABLE PURCHASE ORDER FOR THE SERVICE GIVING RISE TO THE LIABILITY DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE LIABILITY, IF AT LEAST TWELVE MONTHS OF THE SERVICES PERIOD UNDER THE APPLICABLE PURCHASE ORDER HAVE ELAPSED AS OF SUCH DATE, OR (ii) TWENTY-FOUR (24) TIMES THE AVERAGE MONTHLY FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE PURCHASE ORDER FOR THE SERVICE GIVING RISE TO THE LIABILITY THROUGH THE DATE OF THE EVENT GIVING RISE TO THE LIABILITY, IF LESS THAN 12 MONTHS OF THE SERVICES PERIOD UNDER THE PURCHASE ORDER HAVE ELAPSED AS OF SUCH DATE.

E. NOTWITHSTANDING SECTION 10.12.D ABOVE, FOR ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF ANY BREACH OF SUCCESSFUL RESPONDENT'S CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT OR THE APPLICABLE PURCHASE ORDER THAT DIRECTLY RESULTS IN THE DISCLOSURE OR EXPOSURE OF DATA OR INFORMATION THAT IS PROVIDED TO OR OBTAINED BY SUCCESSFUL RESPONDENT IN CONNECTION WITH A PURCHASE ORDER FOR CLOUD SERVICES, INCLUDING CUSTOMER DATA, CONFIDENTIAL INFORMATION OF CUSTOMER, ANY PERSONAL IDENTIFYING INFORMATION, OR ANY OTHER PROTECTED OR REGULATED DATA BY

SUCCESSFUL RESPONDENT, ITS EMPLOYEES, REPRESENTATIVES, AGENTS, OR SUBCONTRACTORS IN OR IN CONNECTION WITH THE EXECUTION OR PERFORMANCE OF SUCH PURCHASE ORDER, THE LIABILITY OF SUCCESSFUL RESPONDENT FOR DAMAGES OF ANY KIND UNDER THE APPLICABLE PURCHASE ORDER SHALL BE LIMITED TO (i) THREE (3) TIMES THE TOTAL AMOUNTS PAID AND PAYABLE TO SUCCESSFUL RESPONDENT FOR THE CLOUD SERVICES GIVING RISE TO SUCH CLAIM UNDER THE PURCHASE ORDER THAT IS SUBJECT OF THE CLAIM IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH CLAIM , IF AT LEAST TWELVE MONTHS OF THE SERVICES PERIOD UNDER THE APPLICABLE PURCHASE ORDER HAVE ELAPSED AS OF SUCH DATE, OR (ii) THIRTY-SIX (36) TIMES THE AVERAGE MONTHLY FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE PURCHASE ORDER FOR THE SERVICE GIVING RISE TO THE LIABILITY THROUGH THE DATE OF THE EVENT GIVING RISE TO THE LIABILITY, IF LESS THAN 12 MONTHS OF THE SERVICES PERIOD UNDER THE PURCHASE ORDER HAVE ELAPSED AS OF SUCH DATE. FOR THIS SUBSECTION E ONLY, THE PARTIES AGREE THAT THESE ITEMS WILL BE CLASSIFIED AS DIRECT DAMAGES: (i) CUSTOMER'S REASONABLE COSTS FOR LEGALLY REQUIRED BREACH NOTIFICATION TO INDIVIDUALS WHOSE PERSONAL INFORMATION WAS MISAPPROPRIATED, (ii) CUSTOMER'S REASONABLE COSTS FOR TWENTY-FOUR (24) MONTHS OF CREDIT MONITORING FOR SUCH INDIVIDUALS, (iii) ANY FINES OR PENALTIES THAT CUSTOMER MUST PAY TO GOVERNMENT ENTITIES AS A RESULT OF SUCCESSFUL RESPONDENT'S BREACH OF ITS SECURITY PRACTICES INCORPORATED INTO CUSTOMER'S ORDER, AND (iv) REASONABLE COSTS TO OPERATE A CALL CENTER TO RESPOND TO QUESTIONS FROM THE IMPACTED INDIVIDUALS FOR A PERIOD OF TWELVE (12) MONTHS FOLLOWING THE DATE SUCH INDIVIDUALS ARE NOTIFIED OF THE MISAPPROPRIATION.

F. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein or in a Purchase Order shall not apply to Successful Respondent's indemnification obligations with respect to infringement claims under Section 10.1.1(A)(i) or 10.1.2(A)(ii), or penalties lawfully assessed against Successful Respondent by a regulator for violation of State or Federal law.

35. Section 10.15, Required Insurance Coverage, is hereby replaced in its entirety with the following:

10.15, Required Insurance Coverage

A. As a condition of the Contract, Successful Respondent shall provide the listed insurance coverage within five (5) business days of execution of the Contract if Successful Respondent is awarded services which require that Successful Respondent's employees perform work at any Customer premises or use vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, Successful Respondent shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to such Customer within five (5) business days following the execution of the Purchase Order. Successful Respondent may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer.

B. If Successful Respondent's services under the Contract will not require Successful Respondent to perform work on Customer premises, or to use vehicles (whether owned or otherwise) to conduct work on behalf of Customers, Successful Respondent may certify to the foregoing facts, and agree to provide notice and the required insurance if the foregoing facts change. The certification and agreement must be provided by executing the Certification of Off-Premise Customer Services in the form provided by DIR, which shall serve to meet the insurance requirements.

C. All required insurance must be issued by companies that have an A-rating or better and a minimum Financial Size Category Class of VII from AM Best, and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as additional insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Successful Respondent thereunder. The minimum acceptable insurance provisions are as follows:

36. Section 10.17, Immigration, is hereby replaced in its entirety with the following:

10.17 Immigration

A. Successful Respondent shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under the Contract.

B. Pursuant to Chapter 673, Texas Government Code, Successful Respondent shall, as a condition of the Contract, also comply with (or, in the case of subcontractors' employees, require its subcontractors to comply with) the United States Department of Homeland Security's E-Verify system to determine the eligibility of:

i) all persons 1) to whom the E-Verify system applies, and 2) who are hired by Successful Respondent during the term of the Contract to perform duties within Texas; and

ii) all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of the Contract and assigned by the subcontractor to perform work pursuant to the Contract.

C. Successful Respondent shall require its subcontractors to comply with the requirements of this Section and Successful Respondent is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Successful Respondent and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

37. Section 10.19, Product and/or Services Substitutions, is hereby replaced in its entirety with the following:

10.19 Products and/or Services Substitutions

Substitutions are not permitted without the prior written consent of DIR or Customer, which may be provided by Customer in advance in the applicable Purchase Order.

38. Section 10.21, Deceptive Trade Practices; Unfair Business Practices is hereby replaced in its entirety with the following:

20.21 Deceptive Trade Practices; Unfair Business Practices

A. Successful Respondent represents and warrants that as of the date of this Contract and to the best of its knowledge, neither Successful Respondent nor any of its subcontractors under this Contract has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

B. Successful Respondent certifies that as of the effective date of this Contract and to the best of its knowledge it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

39. Section 10.25, Cybersecurity Training, is hereby replaced in its entirety with the following:

10.25 Cybersecurity Training

In accordance with Section 2054.5192, Texas Government Code, for any contract with a state agency or institution of higher education, if Successful Respondent, or a subcontractor, officer, or employee of Successful Respondent, will have access to a state computer system or database, then Successful Respondent shall ensure that such officer, employee, or subcontractor shall complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, as selected by Customer state agency or institution of higher education. The cybersecurity training program must be completed by such officer, employee, or subcontractor during the term of the Contract and during any renewal period. Successful Respondent shall verify to the Customer state agency or institution of higher education completion of the program by each such officer, employee, or subcontractor.

For any Purchase Order where a state agency or institution of higher education will provide access to a state computing system or database, the Customer shall specify that such access will be provided and identify its selected cybersecurity training program and any specific requirements for verification in the Purchase Order.

40. Section 11.1, Enforcement of Contract and Dispute Resolution, is hereby replaced in its entirety with the following:

11.1 Enforcement of Contract and Dispute Resolution

A. Successful Respondent and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, (iii) except as provided in Sec. 2251.051 Texas Government Code, Successful Respondent shall continue performance while the dispute is being resolved, and (iv) actions or proceedings arising from the Contract shall be heard in the venue specified in Section 4.6 hereof.

B. Disputes arising between a Customer and Successful Respondent pertaining to claims under this Contract or a Purchase Order (i) shall be handled in accordance with the dispute resolution process provided for in Chapter 2260, Texas Government Code, for customers and disputes to which it applies or (ii) shall be handled in accordance with a dispute resolution process, if any, required by applicable law for the subject claim or set forth in the Purchase Order. DIR shall not be a party to any such dispute unless DIR, Customer, and Successful Respondent agree in writing.

41. Section 11.2.3, Termination for Convenience, is hereby replaced in its entirety as follows:

11.2.3 Termination for Convenience

DIR or Successful Respondent may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days' written notice.

A Customer may terminate a Purchase Order for services by giving the other party thirty (30) calendar days' written notice.

If a Customer terminates a Purchase Order for services pursuant to this provision, the Customer shall pay for the amounts that have accrued for the products ordered and services received prior to the termination of such Purchase Order.

For products and services listed in the Appendix C "Table C-2: Cloud Services" category, Successful Respondent and Customer may, but are not required to, agree in the Purchase Order to allow Successful Respondent to recover a pro rata share Successful Respondent's costs expended for provisioning plus up to three months of fees for related services in the event of termination for convenience.

These provisioning costs and related services fees must be clearly, prominently, and separately stated in the Purchase Order. If the provisioning costs and related services fees are not clearly, prominently, and separately stated in the Purchase Order, they are not recoverable in the event of termination for convenience.

Such provisioning costs shall be applied as a pro rata percentage of the remaining term of the purchase order immediately prior to customer termination for convenience. By way of example, if the Purchase Order is terminated for convenience at one year of a four year term, Successful Respondent may recover 75% of the provisioning costs stated in the Purchase Order plus three months of related services fees. If the Purchase Order is terminated for convenience at year three of a four year term, Successful respondent may recover 25% of the provisioning costs stated in the Purchase Order plus three months of related services fees.

42. Section 11.2.4.2, Purchase Order, is hereby replaced in its entirety with the following:

11.2.4.2 Purchase Order

Customer or Successful Respondent or Order Fulfiller may terminate a Purchase Order upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260,

Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Successful Respondent fails to substantially comply with any applicable and material term of the Purchase Order or the Contract relating to confidentiality, privacy, security requirements, environmental, or safety laws or regulations, or with any applicable and material confidentiality, privacy, security requirements, environmental, or safety laws or regulations, if such non-compliance relates to or may relate to Successful Respondent's provision of goods or services to the Customer under the Purchase Order.

43. Section 11.2.5, Immediate Termination or Suspension, is hereby replaced in its entirety with the following:

11.2.5 Immediate Termination or Suspension

DIR may immediately suspend or terminate the Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Successful Respondent (whether or not such potential violations directly impact the provision of goods or services under the Contract). DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to Successful Respondent within five (5) business days after the suspension or termination. Successful Respondent may provide a response and request an opportunity to present its position. DIR or Customer will review Successful Respondent's presentation but is under no obligation to provide formal response.

44. Section 11.2.7, Successful Respondent Rights Under Termination, is hereby replaced in its entirety with the following:

11.2.7 Successful Respondent Rights Under Termination

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In the event a Purchase Order is terminated by Successful Respondent or Order Fulfiller pursuant to Section 11.2.4.2 above, a Customer shall pay all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for Cloud Services ordered and for hardware, programs, or other services ordered and received under the Purchase Order. In the event a Purchase Order otherwise expires or is terminated, a Customer shall pay all amounts due for products or services ordered prior to the effective expiration or termination date and ultimately received.

45. Section 11.3, Force Majeure, is hereby replaced in its entirety as follows:

11.3 Force Majeure

DIR, Customer, or Successful Respondent may be excused from performance under the Contract or a Purchase Order for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, court order or other event outside the reasonable control of the obligated party (each such event, an "Event of Force Majeure"), provided that the party experiencing such Event of Force Majeure has prudently and promptly acted to take any and all reasonable steps that are within the party's control to ensure performance and to shorten the duration or impact of the Event of Force Majeure. The party suffering an Event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this Section, such non-performance shall not be deemed a default or a ground for termination. However, either Customer or Successful Respondent may terminate a Purchase Order if it is determined by such party that Successful Respondent will not be able to deliver services in a timely manner. This section does not excuse any party's obligation to take reasonable steps to follow its normal disaster recovery procedures or the Customer's obligation to pay for programs and hardware delivered or services provided.

46. Section 12, Non-Solicitation of State Employees, is hereby replaced in its entirety with the following:

12 Non-Solicitation of State Employees

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No employee of Successful Respondent directly involved in execution or performance of the Contract shall solicit, directly or indirectly, any employee of DIR directly involved in execution or performance of the Contract for a period of ninety (90) calendar days following the expiration or termination of the Contract. Further, no employee of Successful Respondent directly involved in execution or performance of a Purchase Order shall solicit, directly or indirectly, any employee of a Customer who is directly involved in execution or performance of the Purchase Order for a period of ninety (90) calendar days following the expiration or termination of such Purchase Order. The foregoing non-solicitation requirements do not apply to general solicitations Successful Respondent may publish that are not targeted at DIR or Customer employees.

47. Section 13, Warranty, is hereby replaced in its entirety with the following:

13 Reserved

(Remainder of this page intentionally left blank.)

This Contract is executed to be effective as of the date of last signature.

Oracle America, Inc

Authorized By: Signature on file

Name: Michael Estrada

Title: Director, Customer Deal Desk, NAMER

Date: 4/2/2025 | 8:38 AM PDT

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on file

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 4/4/2025 | 9:09 AM CDT

Office of General Counsel: Initials on file

Date: 4/4/2025 | 8:55 AM CDT

STAFF REPORT

MEETING DATE:	November 3, 2025
MEETING TYPE:	City Council
SUBMITTED BY:	Cynthia Olguin
AGENDA CAPTION:	Discuss and consider a ballot with nomination of candidates for election to the Board of Directors of Dallas Central Appraisal District. Presented by Cynthia Olguin

Background Information

The Dallas Central Appraisal District (DCAD) previously notified the council of the timeline to appoint two members to the DCAD Board of Directors for terms expiring on December 31, 2025.

- On September 15, 2025, the Hutchins City Council nominated Councilwoman America Rodriguez as a candidate for election to the Board of Directors of Dallas Central Appraisal District.
- The governing body of each taxing unit entitled to vote must cast its votes in an open meeting by resolution and submit the resolution ballot to the Dallas CAD Chief Appraiser **BEFORE** December 15, 2025.
- Before December 31, the Chief Appraiser will declare the two candidates who received the largest cumulative vote totals as elected.

Included with this staff report is a Ballot with the list of candidates. The City of Hutchins is entitled to cast two (2) votes for a candidate of their choice. The city must return the Resolution and the Ballot before December 15, 2025.

Staff Recommendation

Supporting Documentation and Attachments

Memo and ballot from DCAD
Resolution

CITY OF HUTCHINS
RESOLUTION NO. R2025- 11-1299

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, CASTING ITS VOTE FOR A MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Chief Appraiser has provided the participating taxing units eligible to vote the nominees for the Appraisal District Board of Directors in accordance with the Texas Property Tax Code;

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

Section 1. That the CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, does hereby cast its votes in accordance with the attached ballot, for a member of the Board of Directors of the Dallas Central Appraisal District.

Section 2. That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, on this the 3rd day of November 2025.

CITY OF HUTCHINS

_____
Mario Vasquez, Mayor

ATTEST:

_____
Cynthia Olguin, City Secretary