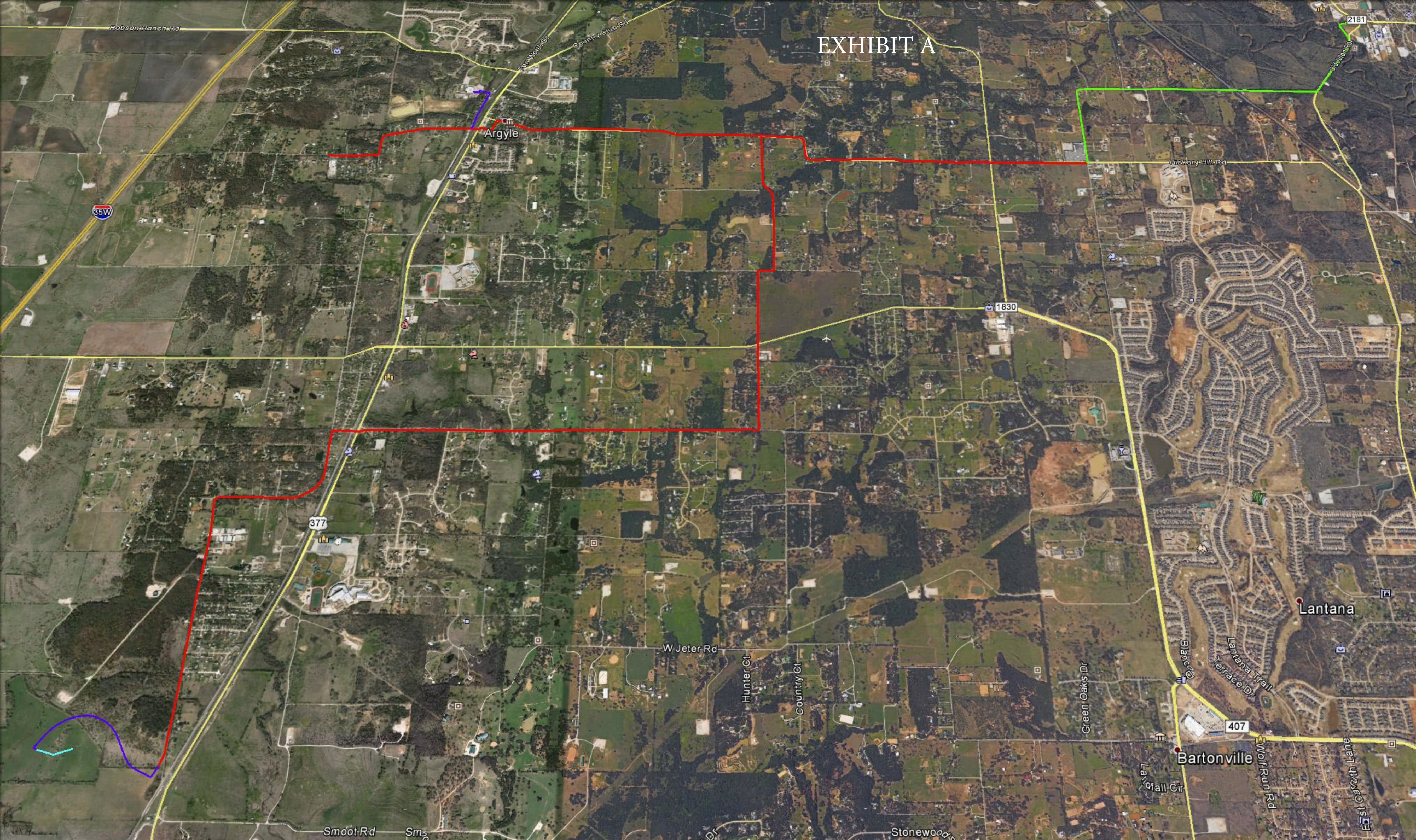


EXHIBIT A



Argyle

1830

377

35W

2181

Lantana

Bartonville

407

Smoot Rd

W Jeter Rd

Hunter Ct

Country Ct

Green Oaks Dr

Blair Ct

Lantana Trail Terrace Dr

Wolf Run Rd

East Cayah Lane

Lantana Ct

Stonewood Dr

CONSTRUCTION AGREEMENT CONTRACT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made by and between, between Denton County, Texas ("Owner"), and Bridgepoint Communications Inc, whose address is 6205 Chapel Hill Blvd. #600, Plano, TX 7507 ("Contractor") to build the Fiber Optic Project for Flower Mound and Argyle herein referred to as ("the Project").

Section 1. AGREEMENT TO CONSTRUCT. Contractor agrees to construct for Owner, on the terms set forth in this Agreement and in the Terms and Conditions attached hereto as Volume I, Sections A through F, the fiber optic network improvements (collectively, the "Improvements") described in Volume II – Technical Requirements. The Improvements shall be constructed on Owner's real estate or rights-of-way acquired by Owner, as more particularly described in the Technical Requirements. The Improvements are a part of a telecommunications system (the "System") being built for Owner pursuant to this Agreement and agreements with other contractors relating to other portions of the System.

Section 2. DRAWINGS, PLANS AND SPECIFICATIONS. Owner is providing an initial complete set of detailed engineering drawings, plans and specifications for construction (hereinafter "Plans and Specifications"). To the extent that the Plans and Specifications are enhanced or are modified by Contractor, its employees, subcontractors, or agents, Contractor shall be liable to Owner for any design errors or omissions or any failure of the Plans and Specifications to comply with applicable building, zoning, fire or other laws, codes and regulations. If Contractor becomes aware of any defects or deficiencies in the Plans and Specifications provided by Owner, Contractor shall promptly report the same to Owner. If there is any conflict between this Agreement, the General Conditions and the Plans and Specifications, the Plans and Specifications shall control. If there is any conflict between this Agreement and the General Conditions, this Agreement shall control.

Section 3. CONSTRUCTION OBLIGATIONS.

3.1 Contractor shall coordinate with all applicable Federal, State and local Governmental Authorities to ensure that public safety and security are not jeopardized by performance of the services herein. During construction of the Improvements, Contractor shall have full control of and sole responsibility for the Site. Prior coordination with applicable authorities is mandatory.

3.2 Except as otherwise provided in this Agreement, the Plans and Specifications or the General Conditions, Contractor shall (a) determine the method, manner and sequence of construction, (b) select all laborers and subcontractors, (c) select all materials in accordance with Section D.33 - MATERIALS of the General Conditions and provide all equipment and tools, (d) coordinate all aspects of the work, and (e) take all necessary precautions for the safety of persons and property during the progress of construction.

3.3 Except as otherwise provided in this Agreement, Contractor shall pay all costs of construction of the Improvements, including, but not limited to, costs of labor, materials, equipment, tools, supplies, subcontractors, utilities, building permits, connection fees, tap-in charges, inspection fees, taxes (other than real estate taxes), transportation, and all other facilities and services necessary for the construction.

3.4 Contractor's work is intended to include all work contemplated by the Plans and Specifications or reasonably implied by the Plans and Specifications so that, upon completion, the network will meet all specifications and the System will be ready for use as an enterprise grade communication medium.

3.5 For all underground construction, Contractor shall provide Owner with a video tape of site conditions existing prior to construction and a video tape of site conditions after construction. Contractor shall return Site to a condition that is the same as or better than its pre-construction condition. During construction of the Improvements, Contractor shall keep the Site and Improvements free from accumulation of waste materials or rubbish caused by its operations. At the completion of the construction, Contractor shall remove from the Site and Improvements all waste materials and rubbish, tools, construction equipment, and machinery and leave the Improvements "broom clean" or its equivalent, except as otherwise specified in the Plans and Specifications.

3.6 Upon completion of construction, Contractor shall provide to Owner two complete hard copy

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and one electronic CAD sets of "as-built" drawings of the Improvements as required in Section 4.2 of the Special Conditions. The "as-built" drawings are acceptable as two legible "red-line" hand drawn copies on an original set of drawings.

Section 4. COMMENCEMENT AND COMPLETION OF THE WORK

4.1 The term of this Agreement shall commence upon the date of Owner's formal issuance of a Notice to Proceed ("Effective Date") and end upon Final Acceptance by Owner as described in Section 5.8 herein. Notice to Proceed shall issue following Owner's execution of this Agreement, provided Contractor has furnished Owner with the bonds (performance and labor and materials payment bonds) described in Section 15 of this Agreement. Contractor shall begin construction upon the receipt of the "Notice to Proceed" and complete of the project within 150 consecutive calendar days thereafter. "Completion" shall mean the first date upon which:

- A. construction of the Improvements per the Plans and Specifications have been completed, except for items identified on Owner's "punch list"; and
- B. the Improvements have been placed in service and Owner has determined the Improvements to be operational per the performance specifications identified in the Plans and Specifications. Owner "punch list" shall consist of items that Owner reasonably determines do not meet specifications. Contractor shall fix each such item on the punch list to meet specifications.

4.2 Claim for Extension. The Completion time set forth in Section 4.1 above may be extended under the following conditions:

- A. Contractor provides Owner with a written claim for extension that:
 - (1) identifies a delay that impacts the critical path of the work;
 - (2) identifies in detail the circumstances causing the delay upon which the claim is based;
 - (3) identifies the date upon which each cause described began to affect the progress of the work;
 - (4) specifies the number of additional days requested;
 - (5) if adverse weather is identified, includes NOAA data substantiating that weather conditions were abnormal for the period of time identified, could not have been reasonably anticipated, and had an adverse effect on the scheduled work (if NOAA data for the site is not available, Owner may elect to accept local official records); and
 - (6) for any identified cause other than adverse weather, includes supporting documentation as Owner deems sufficient for verification;
- B. The cause or causes identified in the written claim for extension are or directly result from Owner default, adverse weather conditions, natural disaster, or the valid and legally enforceable order of a governmental authority, provided such order is not due to any act or omission of Contractor, its employees, agents or subcontractors; and
- C. No extension claimed under this Section 4.2 shall be effective unless Owner authorizes it in writing. Owner agrees not to unreasonably deny such authorization.

4.3 The following considerations shall apply (list is not exhaustive) in calculating the length of an extension granted under Section 4.2 above:

- A. If at least seven (7) hours of work time are available out of the working day, no extensions of time will be allowed;
- B. No extension of time will be allowed for Saturdays, Sundays, or holidays unless the Contract requires or stipulates overtime work and has been approved in writing by Owner; and
- C. Time extensions will not be allowed for drying of materials when it is possible for the Contractor to enclose or cover the area or use an acceptable drying process.

4.4 Extension Necessitated by Owner Request. The Completion time set forth in section 4.1

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above shall be extended as necessary to accommodate Owner-requested changes to the Plans and Specifications. The length of such extension shall be identified in the applicable Change Order (see Section 6).

4.5 Liquidated Damages. Owner will suffer financial loss if the Project is not Complete within the number of days from Notice to Proceed as set forth in Section 4.1. Contractor and Contractor's Surety shall be liable for and shall pay Owner the following stipulated and fixed sums, hereinafter agreed to as liquidated damages, for each calendar day of delay after the date established for Completion until the Work is Complete: Three Hundred Fifty dollars (\$350.00). It is understood that said sum shall be considered as liquidated damages and shall not be considered as a penalty against the Contractor.

Section 5. PRICE; PAYMENTS.

5.1 Owner agrees to pay Contractor for the construction of the Improvements, the cost of material and labor set forth in the responses to Volume III attached hereto and made a part hereof, provided the total cost of the Improvements shall not exceed \$900,623.00 (the "Lump Sum Price"), subject to adjustment by a Change Order as provided in Section 6 (the "Contract Sum").

5.2 Contractor shall, within 30 days after execution of this Agreement and before the first application for payment, submit to Owner for review and approval a Schedule of Values ("SOV") of the various segments of work aggregating the total Contract Sum made out in such detail as Owner requires. Owner may approve the SOV as submitted or withhold approval pending requested modifications. Once completed to Owner's satisfaction, Owner shall provide Contractor with written approval of the SOV. This Owner-approved SOV shall be used as a basis for applications for payments, unless later found by County's designated project manager to be in error. In applying for each payment under this Agreement, Contractor shall submit a statement based upon the Schedule of Values.

5.3 In accordance with the conditions and procedures set forth in this Section 5, Owner shall pay Contractor on a monthly basis for services performed and materials/equipment provided during the preceding month. Contractor shall submit to Owner each month a payment application. The payment application shall include an itemized statement form approved by Owner. Contractor shall include on each statement submitted sufficient data and information to describe and break down to Owner's satisfaction:

- A. all services performed;
- B. all materials supplied;
- C. all equipment provided; and
- D. the dollar amount cost for each item listed, which cost shall be calculated based on the SOV.

For payment applications that include materials and/or equipment costs, Contractor's application shall also include all affidavits and other documents described in Section 5.5 below.

Owner shall review each submitted payment application within five (5) days of its receipt. If Owner finds that the application is complete and accurate, Owner shall approve the application. If Owner does not believe the application is complete and/or accurate, Owner shall promptly notify Contractor in writing that the application has been refused. Such written notification shall describe the reasons for Owner's refusal to approve the application. Within thirty (30) days of receipt of each payment application that Owner approves, Owner agrees to pay Contractor 95% of the total amount reflected on the application. Owner shall retain 5% of each approved application total pending final acceptance as described in Section 5.8.

5.4 Contractor agrees that a temporary delay in making payments due to Owner's accounting and disbursement procedures shall not place Owner in default of this Agreement and shall not render Owner liable for interest and penalties. Any payment not made within forty-five (45) days of its due date shall bear interest in accordance with Chapter 251 of the Texas Government Code.

5.5 Contractor shall supply all equipment needed to perform/complete the Project. With the exception of materials that the Specifications provide will be supplied by County, Contractor shall supply all materials needed to perform/complete the Project.

5.6 In addition to the other conditions set forth in this Section 5, Owner may, without limiting its use of other available remedies, withhold payment (refuse to approve a submitted payment application under Section 5.3 or 5.8) under this Agreement for the following causes: i) defective work not remedied; ii) claims filed; iii) evidence indicating a probability that claims will be filed; iv) failure of Contractor to make payments properly to its subcontractors or for materials, machinery, fuel or labor, or applicable taxes, fees and fringe

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benefits; v) reasonable doubt that this Agreement can be completed for the balance of the Contract Sum then unpaid; vi) failure to achieve Completion by the time established under Section 4 of this Agreement; or vii) or for any breach of this Agreement. If any such cause that can be removed or remedied is not removed or remedied within 72 hours after written notice to Contractor, Owner may rectify the same at Contractor's expense without limitation of Owner's other remedies.

5.7 No payment to Contractor, either as payment for a completed segment or the final payment, shall operate as an approval of Contractor's work or material, or to release Contractor from any of its obligations under this Agreement.

5.8 Final payment of the unpaid balance of the Contract Sum for all material/equipment and services, and any additional amounts due as specified in Section 5.1, including all retainages, and shall become due upon Owner's final acceptance of the Project. Contractor shall submit to Owner a complete and accurate application for final payment that is in the same form and includes a statement and all other required applicable documentation as described in Section 5.5. In addition to any other requirements set forth in this Agreement, Contractor shall also include in the application for final payment a complete set of mechanic's lien waivers and releases including, but not limited to, (a) a full and final release of lien and affidavit of all bills paid, (b) a full and final release of lien and affidavit of all bills paid from each subcontractor, and (c) a full and final release of lien executed by each materialman supplying any material, machinery, equipment, or fuel under this Agreement. Owner's written notice to Contractor approving Contractor's application for final payment shall constitute Owner's final acceptance of the Project. Owner's final acceptance is contingent upon Contractor's completion of all punch list items to Owner's reasonable satisfaction.

Section 6. CHANGE ORDER. During the course of construction Owner shall have the right to request changes to the Plans and Specifications. Any change to the Plans and Specifications, shall be effective only if contained in a Change Order approved by Denton County Commissioner's Court and signed by both parties, which provides for (i) the adjustment, if any, in the purchase price, (ii) the method of payment of any increase in the purchase price, and (iii) the extension, if any, of the time for completion of the Improvements.

Section 7. FISCAL FUNDING. Notwithstanding any provisions contained herein, the obligations of Owner under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement and any extension thereto. Contractor shall have no right of action against Owner in the event Owner is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event Owner is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, Owner, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to Contractor at the earliest possible time prior to the end of its fiscal year. Upon Owner's termination for lack of sufficient funding, each party shall return all documentation, and other information disclosed or otherwise delivered to the other party prior to such termination, Owner shall pay Contractor for services performed up through and including the date of termination.

Section 8. TAXES AND PERMITS. Owner shall pay all real property taxes and assessment due by Law affecting the Site and Improvements. Contractor shall submit, apply for, obtain and pay for all TXDOT and Railroad permits. Contractor shall pay, subject to the General Conditions, all sales, consumer, use and other similar taxes required by law and shall secure and pay for all permits(except TXDOT and Railroad), fees and licenses necessary for the construction of the Improvements. The parties agree that the Improvements include only real property and none of the construction relates to personal property.

Owner is a tax exempt entity and shall not be liable for any taxes pursuant to this Agreement. The amounts set forth on any statement provided by Contractor under this Agreement are inclusive of any amount for Federal, State or Local excise, sales, lease, gross income service, rental, use, property, occupation or similar taxes. Contractor accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Worker's Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed or contracted by Contractor for work performed under this Agreement.

Section 9. COMPLIANCE WITH LAWS, ETC. With respect to its obligations under this Agreement, Contractor shall be responsible for compliance with all regulatory requirements necessary to achieve Completion (other than those applicable to Owner), building and zoning codes and other local

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requirements, including any covenants or restrictions affecting title to the Site. Contractor shall construct the Improvements free from encroachment upon building lines, easements and property lines.

Section 10. **SUBCONTRACTORS.** Owner shall have the right to approve all major subcontractors selected by Contractor (a "major" subcontractor being any subcontractor entitled to receive at least \$10,000.00 for the performance of work and/or the supply of materials to Contractor pursuant to the subcontract). Owner's approval of a major subcontractor shall not be unreasonably withheld or delayed. Contractor is solely responsible for all work of any subcontractor and for any acts or omissions of any subcontractor and any employee, agent, subcontractor or other person for whom the subcontractor may be liable. Nothing contained in this Agreement shall create a contractual relationship between Owner and any third party; however, it is understood and agreed that Owner is an intended third-party beneficiary of all contracts, agreements and purchase orders made by Contractor, in the performance of this Agreement, with its subcontractors and suppliers. Contractor shall incorporate its obligations under this this Agreement into its respective subcontracts, supply agreements and purchase orders.

Section 11. **INDEMNIFICATION.** Contractor shall forever waive, release, indemnify, defend, and hold harmless Owner, its respective employees, officers, and agents, from and against any expense, cost, damage, loss, fine, penalty, cause of action, suit, demand, liability or judgment (including, without limitation, legal and related legal fees and expenses) arising out of or on account of or resulting from (1) any actual or alleged act, action, neglect or omission, or any default in the performance of its obligations pursuant to this Agreement by Contractor or its subcontractors, assigns, officers, directors, employees, agents or representatives (referred to collectively in section (2) herein as "Contractor"), and/or (2) Any terms or conditions or provisions or underlying provisions of this Agreement, including but not limited to any premises defect or special defect known or unknown to Owner, and any injury to individuals present during Contractor's involvement under the terms and conditions of the services and Agreement, including willful acts such as assault.

Approval of Contractor's services by Owner shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its subcontractors, employees, officers, agents, invitees, licensees, or assigns for the accuracy and competency of their services; nor shall such approval and acceptance be deemed an assumption of such responsibility by Owner for any defect, error or omission in the services performed by Contractor, its subcontractors, employees, officers, agents, invitees, licensees, or assigns. In this regard, Contractor shall defend, hold harmless and indemnify Owner for damages resulting from such defects, errors or omissions.

These provisions shall survive termination, expiration or cancellation of this Agreement or any determination that this Agreement or any portion thereof is void, voidable, invalid or unenforceable.

Section 12. **SOVEREIGN IMMUNITY**

THIS AGREEMENT IS EXPRESSLY MADE SUBJECT TO COUNTY'S SOVEREIGN IMMUNITY, TITLE 5 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE, AND ALL APPLICABLE STATE AND FEDERAL LAW. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE COUNTY HAS BY OPERATION OF LAW. NOTHING IN THIS AGREEMENT IS INTENDED TO BENEFIT ANY THIRD PARTY BENEFICIARY.

Section 13. **SUBSURFACE CONDITIONS.** The Improvements proposed for all underground facilities in the Project are to be placed by directional boring or trenching primarily in the medians of the major thoroughfares. These conditions will require exacting construction methodology. Owner will expect Contractor to overcome most obstacles. However, if in the course of construction Contractor encounters impervious geological or physical formations or other concealed subsurface conditions that make it impractical for Contractor to build the Improvements within anticipated construction costs, Contractor shall notify Owner immediately in writing of the conditions and of the estimated additional cost necessary to construct the Improvements under those conditions. Owner shall then either (a) execute a Scope Adjustment to reroute or modify the Improvements, or (b) terminate this Agreement. In the event of termination, Owner shall pay Contractor as provided in Section 5 for services and materials/equipment provided up to and including the date of termination, and for any Owner-approved additional costs necessary to backfill any

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excavation, remove partially completed work, and/or perform other similar work that may be requested by Owner. In case of termination under this Section, Contractor shall not be entitled to receive any further payment from Owner, except payment for work satisfactorily completed by Contractor and accepted by Owner prior to termination. The final payment to Contractor shall be subject to Contractor's delivery of the documents provided in Section 5.8.

Section 14. LIABILITY AND WORKMENS COMPENSATION INSURANCE. The contractor will be responsible to carry the following minimum insurance coverages:

A. Worker's Compensation:

A copy of a certificate of insurance, a certificate of authority of self-insure issued by the commission, or a coverage agreement (TWCC81, TWCC82, TWCC83, or TWCC-84) showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Texas Labor code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. Services do not include activities unrelated to the project, such as food/beverages Contractors, office supply deliveries and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor code agreements, Texas Labor Code 401.022 (44) for all employees of the contractor providing services on the project for its duration.

The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- (2) No later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the period.

The contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

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The contractor shall post on each project site a notice, in the text form and manner prescribed by the Texas Worker's Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The contractor shall contractually require each person with whom it contracts to provide services on a project to:

- (1) Provide coverage based on a proper reporting of classification codes and payroll amounts and filing any coverage agreements which meets the statutory requirements of Texas Labor code 401.011 (44) for all of its employees providing services on the project for the duration of the project;
- (2) Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;
- (3) Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (4) Obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) A certificate of coverage, prior to the other person beginning work on the project; and
 - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
- (6) Notify the governmental entity in writing by certified mail or personal delivery, within the ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) Contractually require each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing the contract, which will be issued upon award, or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitles the governmental entity to declare that contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

B. Comprehensive General Liability Insurance

From the date of the commencement of construction of the Improvements until the date of

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Completion, Contractor shall purchase and maintain broad form comprehensive or commercial public liability insurance, written on an occurrence basis, (including Premises/Operations Liability, Products and Completed Operations Liability, Independent Contractors Liability, Contractual Liability, Broad Form Property Damage Liability, Explosion, Collapse and Underground Hazard Liability and Personal Injury Liability) against claims for bodily injury, death and damage to property, covering the Site, with maximum policy limits of not less than:

General Aggregate Limit (other than Products/Completed Ops)

\$ 5,000,000.00

Products/Completed Operations Aggregate Limit

\$ 5,000,000.00

Personal Injury Limit

\$ 2,000,000.00

Each Occurrence Limit

\$ 2,000,000.00

Liability Insurance shall cover premises operations and contractor's liability, as stated above, with the following endorsements:

- (1) The County as an additional insured under all coverage's except Worker's Compensation.
- (2) Ten (10) days Notice of Cancellation or material change.

C. Automobile Liability Insurance

Automobile liability insurance shall cover all owned, non-owned, and hired vehicles in the amount of \$ 1,000,000.00 combined single liability limit for bodily injury and property damage with the following endorsements:

- (1) Ten (10) day Notice of Cancellation or material change.
- (2) Certificates of Insurance shall be delivered to the Owner before work is commenced.

Section 15. PROPERTY INSURANCE. Throughout the construction of the Improvements under this Agreement, Owner, at Owner's cost, shall keep the Improvements located on the Owners property, insured against loss by fire and all of the risks and perils usually covered by an "all risk" policy of fire insurance, in an amount equal to not less than the full insurable value of the Improvements. This insurance shall include the interests of Contractor, Owner, subcontractors and sub-subcontractors in the Improvements. Any insured loss shall be adjusted with Owner and made payable to Owner and such other parties as their interests may appear, subject to the requirements of any mortgagee or bond clause. Contractor and Owner, on behalf of themselves and their insurers, waive all rights of subrogation against each other for damages resulting from perils required to be covered by insurance under this Section. Contractor shall require similar waivers by subcontractors and sub-subcontractors.

Section 16. PAYMENT/PERFORMANCE/MAINTENANCE BONDS. Contractor shall furnish to Owner a fully executed and valid labor and materials payment bond and a fully executed and valid performance bond, each in the full amount of the Lump Sum Price, that shall remain in effect until the date of final acceptance. Contractor shall furnish to Owner a maintenance bond upon the date of final acceptance in the amount of 100% of the Contract Sum, which bond shall remain in effect until the expiration of the two-year warranty period as provided in Section 15. Such bonds shall be on the forms attached to the Bid Request and shall name Owner as an obligee. Owner shall have the right to approve the surety and, if in Owner's sole discretion, Owner determines the surety is no longer acceptable, Contractor shall furnish additional and

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sufficient sureties acceptable to Owner.

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Section 17. WARRANTIES; CORRECTION OF WORK. Contractor warrants to Owner that all materials and equipment incorporated in the Improvements will be new unless otherwise specified in the Plans and Specifications, and that the Improvements will be of good and workmanlike quality, free from faults and defects and in conformity with the Plans and Specifications. All work not so conforming to these standards shall be considered defective. These standards shall apply to all work of any kind, whether or not subcontracted. Without limiting the preceding warranties, Contractor shall correct: i) any defective materials, equipment or workmanship appearing within a period of two years from the date of Completion; and ii) any work that fails to conform to the requirements of this Agreement or the Plans and Specifications where such failure to conform is due to faulty or defective materials, equipment or workmanship and appears within a period of two years from the date of Completion.

Section 18. VALIDITY OF PROVISIONS. In the event any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, that determination shall not affect the remaining part or portions of that provision, or any other provision, of this Agreement.

Section 19. INDEPENDENT CONTRACTOR. The relationship between the parties created pursuant to or arising from this Agreement is that of an independent contractor only. Contractor, its employees, agents or licensees, is an independent contractor and not an agent, representative, servant, joint enterprise, joint venture or employee of Purchaser.

Section 20. ASSIGNMENT. Contractor's rights and obligations under this Agreement, including, but not limited to, its right to any moneys, shall not be assigned without the written consent of Owner. Any assignment without Owner's consent shall be void. No such assignment with Owner's consent shall relieve Contractor from its liability under this Agreement for the performance and Completion of the Improvements by the time and in the manner herein contracted for.

Section 21. TIME OF ESSENCE; BINDING CONTRACT. Time is of the essence of this Agreement. Both parties understand that this Agreement is a legally binding contract and have read and understood all of its provisions prior to signing.

Section 22. RIGHT TO TERMINATE.

22.1 For Cause. Owner reserves the right, without any liability to Contractor except to pay for such work satisfactorily completed and accepted by Owner prior to termination, to terminate all or any part of this Agreement in the event of any of the following: (i) insolvency of Contractor, the filing of a voluntary petition in bankruptcy by Contractor, the filing of an involuntary petition to have Contractor declared bankrupt, the appointment of a receiver or trustee for Contractor, execution by Contractor of an assignment for the benefit of creditors; (ii) if Contractor breaches any of the terms of this Agreement, including any warranty of Contractor; (iii) if Contractor fails to comply with or perform any of the other provisions of this Agreement; (iv) if Contractor for any reason fails to make deliveries or perform the services as specified in this Agreement; (v) if Contractor fails to make progress as to endanger the Completion of the Improvements; (vi) if any of Contractor's machinery, construction equipment, tools, etc., be seized by judicial process; (vii) if Contractor at any time refuses or neglects to supply such number of properly skilled workmen as shall be determined at any time or from time to time by Owner as being required to complete the Completion of the Improvements in accordance with the schedule provided in this Agreement; (viii) if Contractor fails or refuses for any reason whatsoever (regardless of whether such failure or refusal shall be due to its negligence or otherwise) to supply proper materials; (ix) if Contractor fails to make prompt payments to any of its subcontractors, or for material or labor; (x) if Contractor disregards laws, ordinances, regulations or the instructions of Owner, or (xi) if any fire, act of God, strike, accident, acts of the public enemy, riots, labor disputes, explosions, floods, interruptions in transportation, and/or any unavoidable delays in obtaining licenses, and/or rights of way, government acts such as but not limited to legislation or regulation, or other condition beyond Contractor's control may or does interfere with the Completion of the Improvements.

In case of termination of this Agreement for cause, Contractor shall not be entitled to receive any further payment from Owner, except payment for work satisfactorily completed by Contractor and accepted by Owner prior to termination.

22.2 Without Cause. Owner, by written notice to the Contractor, may terminate the Contract, in

CONTRACT TERMS
FIBER OPTIC CONSTRUCTION

VOLUME I
August 11, 2015

whole or in part, for its convenience at any time prior to completion. Upon receipt of such notice, the Contractor shall take all necessary steps to avoid incurring any additional costs. In the event of such termination by Owner, it is agreed that the termination charges shall be negotiated but shall not exceed 100% of the actual total costs, both direct and indirect, incurred by the Contractor in the performance of the Contract, including actual reasonable costs incurred with respect to termination and settlement with Contractors and subcontractors as a result of termination. In the event of termination, Contractor shall provide all plans, engineering, other drawings, and all other materials within five (5) business days of termination in a form acceptable to Owner.

The Contractor agrees to advise Owner of all proposed settlements with Contractors and subcontractors in the event of termination under this subsection (b) and the Contractor further agrees not to enter into any binding settlement until Owner has approved the proposed settlement or thirty (30) days have elapsed from the date when such advice was furnished to Owner, which approval shall not be unreasonably withheld.

Direct and indirect costs shall be determined in accordance with standard accounting practices and verified by an independent Certified Public Accountant. Final payment shall be in the amount of the total termination charges within sixty (60) days following submission of such total costs certified by the independent Certified Public Accountant.

In the event of termination under this Section 22.2, final payment shall be in the amount of the total termination charges, less the following:

- Amounts previously paid by Owner to the Contractor; and
- Amounts representing the total Contractor's cost of materials generated under the Contract not desired by Owner which the Contractor elects to retain for its use.

Section 23. POSSESSION, INSPECTION AND OWNER'S DEFAULT. Owner may enter the Site at any time to inspect the Improvements and the progress of the work or to construct any improvements separately contracted for by Owner. Default by Owner shall be deemed to have occurred upon Owner's failure (a) to make any payments when due in accordance with Section 5 or (b) to comply with any other provision of this Agreement, in each case within seven (7) days after written notice from Contractor. In the event of any default of Owner under (b), Contractor and Owner agree that the liquidated damages for Owner's default shall consist of such amount of money as will reimburse Contractor for its reasonable costs, including profit, for all work completed by Contractor, up to the time of default.

Section 24. ENTIRE AGREEMENT. This Agreement and the Exhibits attached hereto state the entire agreement between the parties, and neither party shall be bound by any stipulation, representations, agreements or promises, oral or otherwise, not contained in this Agreement. This Agreement may be amended, supplemented or modified only by written instrument signed by both parties.

Section 25. CONSTRUCTION AND SEVERABILITY. Wherever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is held illegal or unenforceable, that provision will be reformed only to the extent necessary to make the provision legal and enforceable; all remaining provisions continue in full force and effect.

Section 26. NOTICES. Any notice required or permitted to be given to a party under the provisions of this Agreement shall be deemed given if mailed by certified or registered United States mail, postage prepaid as follows:

Owner:

OWNER

Contractor:

BRIDGEPOINT COMMUNICATIONS INC

CONTRACT TERMS
FIBER OPTIC CONSTRUCTIONVOLUME I
August 11, 2015Attention: JEFF CHAPMAN Primary
Contact Number: 972-378-7781
email: jeffchapman@dcicom.net
Facsimile Number: 972-378-6547

If the notice is from Owner to Contractor, Owner may also serve notice by personal delivery by Owner to a person on the Site designated by Contractor.

Section 27. ASSIGNMENT; SUCCESSORS AND ASSIGNS. Neither this Agreement nor any rights or obligations herein may be assigned by either party, by operation of law or otherwise, without the written consent of the other party; provided, however, that, without the consent of Owner, Contractor may assign this Agreement in connection with a merger, consolidation, assignment, sale or other disposition of the majority of Contractor's stock or substantially all of the assets or business relating to the portion of Contractor's operations that is the subject of this Agreement. This Agreement shall be binding on and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and permitted assigns.

Section 28. CHOICE OF LAW/VENUE. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Owner and Contractor (i) agree that the venue for any legal suit, action or proceeding arising out of or relating to this Agreement may be instituted in a state or federal court of appropriate subject matter jurisdiction in Denton County, Texas, regardless of the place of execution or performance; (ii) waive any objection which it may have now or hereafter to the laying of venue of any such suit, action or proceeding; and (iii) irrevocably submit to the jurisdiction of any such court in any such suit, action or proceeding.

Section 29. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be considered to be an original document and

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all of which taken together shall be deemed to constitute one and the same document.

30. Signatory Warranty and Binding Effect. The undersigned signatories for the parties hereby represent and warrant that they are officers of their respective organizations for which they have executed this Agreement and that they have full and complete authority to enter into this Agreement on behalf of their respective organizations and that the executions hereof are the acts of the parties involved and constitute legal, valid and binding obligations of the respective parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year written below.

DENTON COUNTY, TEXAS

CONTRACTOR NAME

By: Mary Horn
Mary Horn, County Judge

By: [Signature]

Date: 1-20-16

Name: JEFF CHAPMAN

Title: CEO

Date: 1-15-16

ATTEST:

By: [Signature]
County Clerk



APPROVED AS TO FORM:

By: Claire Yancey
Assistant District Attorney

AUDITOR'S CERTIFICATE

I certify that funds are available in the amount of \$ 900,673 to satisfy the obligation of Denton County within the foregoing Agreement.

[Signature]
James Wells, Denton County Auditor



QUOTE

Date: March 31, 2016

Bridgepoint Communications Inc.
 6205 Chapel Hill Blvd, #600
 Plano, TX 75093
 972-378-7781
 Fax 972-378-6547
 info@bcicom.net

JOB: Argyle ISD Addendum
 Denton County Fiber Optic
 Project Flower
 Mound/Argyle

TO: Argyle ISD/Denton County

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Labor for Conduit and Cable Installation at AISD Middle School	\$50,607.15	\$50,607.15
1	Materials for AISD Middle School	\$12,716.55	\$12,716.55
1	Labor for Conduit Installation at AISD Admin Building	\$21,873.80	\$21,873.80
1	Materials for AISD Admin Building	\$6,166.45	\$6,166.45
1	Labor for Cable Installation at AISD Admin Building	\$6,712.95	\$6,712.95
1	Materials for AISD Admin Building	\$3,767.30	\$3,767.30
	Underground Directional Bore at 84" Depth (3 ducts to AISD Admin Building/2 ducts to AISD Middle School)		
	Placement of 2 Handholes		
	Placement of 24ct Fiber Optic Cable (OSP & ISP)		
	Placement of 1" Corrugated ISP Split Duct		
	Placement of (1) 12AWG Tracer Wire		
	Placement of (2) Ground Rods		
	Core Boring of (1) Outer Wall – 4" (AISD Admin)		
	Installation of (1) Junction Box for Building Entrance		
	Installation of Fiber Markers		
	Splicing and Testing of 12 fibers from AISD Admin to AISD Middle School		
	Installation of (2) FDP with 12 position LC Connector Bulk Head (1-Admin and 1-Middle School)		
		Subtotal	\$101,844.20
		Sales Tax	\$0.00
	NET 30 Terms	Total	\$101,844.20

Customer Signature and Acceptance

Date

QUOTE IS VALID FOR 60 DAYS



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PROFESSIONAL SERVICES

Scope of Work for Fiber Optic Planning and Design Services

June 16, 2015

Denton County, Texas
401 W. Hickory, Suite 324
Denton, Texas 76201

Attention: Kevin Carr
Chief Information Officer

Subject: Fiber Optic Planning and Design Services
MSA dated 7/8/2104
Task #3 - Denton County Government Center (Flower Mound) and Argyle Road and Bridge

KCI Technologies, Inc. (KCI) is pleased to submit this scope of work (the "Proposal") to Denton County, Texas ("Client") for the work (the "Work") described in detail in the Scope of Services section of this Proposal. The Work will be performed for the Fiber Optic Planning/Design Services in accordance with the Master Services Agreement (MSA) dated July 8th, 2014. The purpose of this agreement is to establish a detailed scope of work acceptable to both KCI and Client for the performance of KCI's services for the referenced project.

SCOPE OF SERVICES:

This Proposal is limited exclusively to the Work as described in this Scope of Services section and anything not expressly described shall be considered expressly excluded from the Work. KCI proposes to perform the Work, which is described as follows:

Scope of Work: KCI will furnish all labor, services, equipment, supervision, coordination, and transportation necessary to perform and complete the work as set forth below:

KCI will provide planning and feasibility and budget analysis for said project. KCI will design, engineer, and procure permits for the proposed routes (approximately 66,309 feet). Upon Denton County's approval of proposed design, KCI will prepare a construction RFP per the County's construction standards and work with the County on the issuance of bid documentation and selection of approved contractor. KCI will provide construction and material management for the duration of the project. KCI will review red lines and final fiber optic test results as provided by the construction contractor. KCI will complete CADD asbuilts based on final red lines and will update the county CrescentLink Database.

Contract Price: Subject to the provisions of MSA concerning payment, Client shall pay KCI, upon strict performance of the Tasks and this Agreement, based on the price schedules specific to the Task Order. In consideration for the services proposed in accordance with Task #3, KCI respectfully submits the following lump sum pricing proposal to the County:

\$ 145,259

Changed conditions or additional requirements may result in an adjustment to scopes of services, prices and/or schedules. KCI will submit a revised Scope of Services and Fee Proposal for any approved Task for which Additional Work is required for approval by the Client.

ADDITIONAL WORK:

Experience indicates that certain additional items of work may be required or necessary which KCI cannot presently determine or estimate. For this reason the fee for these items is not included in the provisions that follow on "Fees and Payments". Further, the performance of these items is not included in the Work unless the item is expressly described as the Work in the preceding Scope of Services section. These additional items of work ("Additional Work") are caused by many factors, usually at the discretion of the Client and/or his construction contractors.

- * Permit application fees are not included in our proposed fee. If Client requests KCI to pay any fees, they will be invoiced at cost plus 15%.
- * Off-site work required by a County or other governmental agency
- * Stakeouts requested for the convenience of the construction contractors
- * Work revisions on any Scope of Services items that are required as a result of a change requested by Client after previous approval by it or any approving agencies.
- * Corrective work and any re-surveying due to inaccurate or defective deeds, title documents, Client-supplied information or other previously prepared information relied upon in developing the Scope of Services.
- * Checking of work performed by others

- * Design of bridge hanging structures that will require special structural design.
- * Certifications not specifically called for in the Scope of Services
- * Re-work or revisions of work due to changes in policies or regulations during the progress of the work.
- * Test Pits
- * Site Specific Traffic Control Plans
- * Profiles with exact depths of utilities
- * Plats or Easement Acquisition & Negotiation
- * Environmental Studies As-Builts for others
- * Railroad fees to work on railroad property • Deed Research or Recordation
- * ISP Drawings

FEES AND PAYMENTS

The following fees are for the performance of the Work listed in the Scope of Services above for the Denton County Fiber Project. KCI's fee for the Work listed in the Scope of Services for each approved Task Order will be paid in accordance with the provisions set forth in the Master Services Agreement dated July 8, 2014.

Denton County Fiber Project
Professional Services Agreement Letter
June 16, 2015
Page 4 of 4

KCI appreciates the opportunity to serve Denton County, and we look forward to working with you on this important project.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Holt". The signature is fluid and cursive, with the first name "Ron" being more prominent than the last name "Holt".

Ron Holt
Regional Practice Leader
KCI Technologies, Inc.



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PROFESSIONAL SERVICES

Scope of Work for Fiber Optic Planning and Design Services

November 24, 2015

Denton County, Texas
401 W. Hickory, Suite 324
Denton, Texas 76201

Attention: Kevin Carr
Director of Technology Services

Subject: Fiber Optic Planning and Design Services
MSA dated 7/8/2104
Task #3 - Denton County Southwest Courthouse

KCI Technologies, Inc. (KCI) is pleased to submit this scope of work (the "Proposal") to Denton County, Texas ("Client") for the work (the "Work") described in detail in the Scope of Services section of this Proposal. The Work will be performed for the Fiber Optic Construction Management Services in accordance with the Master Services Agreement (MSA) dated July 8th, 2014. The purpose of this agreement is to establish a detailed scope of work acceptable to both KCI and Client for the performance of KCI's services for an addendum to the referenced project.

SCOPE OF SERVICES:

This Proposal is limited exclusively to the Work as described in this Scope of Services section and anything not expressly described shall be considered expressly excluded from the Work. KCI proposes to perform the Work which is described as follows:

Scope of Work: KCI will furnish all labor, services, equipment, supervision, coordination, and transportation necessary to perform and complete the work as set forth below:

KCI will provide payment of permit application fees for Union Pacific and Kansas City Southern railways. For permits submitted as part of the Task #3 project to the Denton County Southwest Courthouse and Argyle Road and Bridge Building.

Contract Price: Subject to the provisions of MSA concerning payment, Client shall pay KCI, upon strict performance of the Tasks and this Agreement, based on the price schedules specific to the

Task Order. In consideration for the services proposed in accordance addendums to Task #3, KCI respectfully submits the following lump sum pricing proposal to the County:

Permit application fees - \$3,461.50

Changed conditions or additional requirements may result in an adjustment to scopes of services, prices and/or schedules. KCI will submit a revised Scope of Services and Fee Proposal for any approved Task for which Additional Work is required for approval by the Client.

ADDITIONAL WORK:

Experience indicates that certain additional items of work may be required or necessary which KCI cannot presently determine or estimate. For this reason the fee for these items is not included in the provisions that follow on "Fees and Payments". Further, the performance of these items is not included in the Work unless the item is expressly described as the Work in the preceding Scope of Services section. These additional items of work ("Additional Work") are caused by many factors, usually at the discretion of the Client and/or his construction contractors.

- * Off-site work required by a County or other governmental agency
- * Stakeouts requested for the convenience of the construction contractors
- * Work revisions on any Scope of Services items that are required as a result of a change requested by Client after previous approval by it or any approving agencies.
- * Corrective work and any re-surveying due to inaccurate or defective deeds, title documents, Client-supplied information or other previously prepared information relied upon in developing the Scope of Services.
- * Checking of work performed by others
- * Design of bridge hanging structures that will require special structural design.
- * Certifications not specifically called for in the Scope of Services
- * Re-work or revisions of work due to changes in policies or regulations during the progress of the work.
- * Test Pits
- * Site Specific Traffic Control Plans
- * Profiles with exact depths of utilities
- * Plats or Easement Acquisition & Negotiation
- * Environmental Studies As-Builts for others
- * Railroad fees to work on railroad property • Deed Research or Recordation
- * ISP Drawings

FEES AND PAYMENTS

The following fees are for the performance of the Work listed in the Scope of Services above for the Denton County Fiber Project. KCI's fee for the Work listed in the Scope of Services for each approved Task Order will be paid in accordance with the provisions set forth in the Master Services Agreement dated July 8, 2014.

KCI appreciates the opportunity to serve Denton County, and we look forward to working with you on this important project.

Sincerely,



Scott Stockburger PE
Regional Practice Leader
KCI Technologies, Inc.

ACCEPTANCE:

Denton County, Texas, in consideration of the terms and conditions of the Proposal and General Provisions which are fully set forth herein, does hereby accept this Proposal and General Provisions as the complete and final Agreement with KCI Technologies, Inc. for the performance of the Work described herein, and does hereby further agree to comply with all the covenants in this Agreement.

ACCEPTED BY:



ANNET WARZWICK
Name and Title SOURCING MANAGER

11-25-15
Date



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PROFESSIONAL SERVICES

Scope of Work for OSP/ISP Design and Engineering Services

March 1, 2016

Denton County, Texas
401 W. Hickory, Suite 324
Denton, Texas 76201

Attention: Kevin Carr
Chief Information Officer

Subject: OSP Design and Engineering Services

KCI Communications Infrastructure, (KCI) is pleased to submit this scope of work (the "Proposal") to Denton County, Texas ("Client") for the work (the "Work") described in detail in the Scope of Services section of this Proposal. The Work will be performed for the Fiber Optic Planning/Design Services in accordance with the Master Services Agreement (MSA) dated July 8th, 2014. The purpose of this agreement is to establish a detailed scope of work acceptable to both KCI and Client for the performance of KCI's services for the referenced project.

SCOPE OF SERVICES:

This Proposal is limited exclusively to the Work as described in this Scope of Services section and anything not expressly described shall be considered expressly excluded from the Work. KCI proposes to perform the Work, which is described as follows:

Scope of Work: KCI will furnish all labor, services, equipment, supervision, coordination, and transportation necessary to perform and complete the work as set forth below:

Prepare OSP/ISP Design Package plans for fiber optic routes to provide service to Argyle ISD. KCI will design, engineer and procure permits for the proposed routes connecting the Denton County facilities to the Argyle ISD locations (approx.. 5,879 feet). This will connect a new Argyle ISD Middle School on Canyon Falls Drive in Flower Mound and the Argyle ISD Administration Building at 800 Eagle Drive, Argyle, Texas. Upon Denton County's approval of proposed design, KCI will provide construction prints to Bridgepoint Construction to obtain their

Employee-Owned Since 1988

construction estimate. KCI will provide construction management for the duration of the project. KCI will review red lines and final fiber optic test results as provided by the construction contractor. KCI will complete CAD as-builts based on final red lines and will update the County's CresentLink database.

Contract Price: Subject to the provisions of MSA concerning payment, Client shall pay KCI, upon strict performance of the Tasks and this Agreement, based on the price schedules specific to the Task Order. In consideration for the services proposed in accordance with Task, KCI respectfully submits the following lump sum pricing proposal to the Client:

Engineering services total is quoted at \$8,818.50

Changed conditions or additional requirements may result in an adjustment to scopes of services, prices and/or schedules. KCI will submit a revised Scope of Services and Fee Proposal for any approved Task for which Additional Work is required for approval by the Client

ADDITIONAL WORK:

Experience indicates that certain additional items of work may be required or necessary which KCI cannot presently determine or estimate. For this reason the fee for these items is not included in the provisions that follow on "Fees and Payments". Further, the performance of these items is not included in the Work unless the item is expressly described as the Work in the preceding Scope of Services section. These additional items of work ("Additional Work") are caused by many factors, usually at the discretion of the Client and/or his construction contractors.

- Permit application fees are not included in our proposed fee. If Client requests KCI to pay any fees, they will be invoiced at cost plus 15%.
- Off-site work required by a County or other governmental agency
- Stakeouts requested for the convenience of the construction contractors
- Work revisions on any Scope of Services items that are required as a result of a change requested by Client after previous approval by it or any approving agencies.
- Corrective work and any re-surveying due to inaccurate or defective deeds, title documents, Client-supplied information or other previously prepared information relied upon in developing the Scope of Services.
- Checking of work performed by others
- Design of bridge hanging structures that will require special structural design.
- Certifications not specifically called for in the Scope of Services
- Re-work or revisions of work due to changes in policies or regulations during the progress of the work.
- Test Pits
- Site Specific Traffic Control Plans
- Profiles with exact depths of utilities

- Plats or Easement Acquisition & Negotiation
- Environmental Studies As-Build's for others
- Railroad fees to work on railroad property • Deed Research or Recordation

FEES AND PAYMENTS

The following fees are for the performance of the Work listed in the Scope of Services above for the Denton County Fiber Projects. KCI's fee for the Work listed in the Scope of Services for each approved Task Order will be paid in accordance with the provisions set forth in the Master Services Agreement dated July 8, 2014.

KCI appreciates the opportunity to serve Denton County, and we look forward to working with you.
Sincerely,

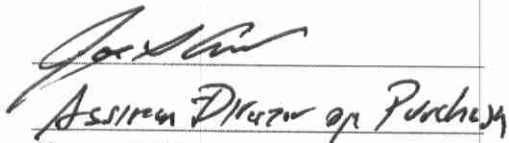


Scott Stockburger, P.E.
Regional Practice Leader
KCI Technologies, Inc.

ACCEPTANCE:

Denton County, Texas, in consideration of the terms and conditions of the Proposal and General Provisions which are fully set forth herein, does hereby accept this Proposal and General Provisions as the complete and final Agreement with KCI Technologies, Inc. for the performance of the Work described herein, and does hereby further agree to comply with all the covenants in this Agreement.

ACCEPTED BY:



Name and Title

3-10-16

Date