

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENTON AND TERRACON CONSULTANTS, INC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON FEBRUARY 18, 2025, IN THE NOT-TO-EXCEED AMOUNT OF \$228,838.00; SAID FIRST AMENDMENT TO PROVIDE ADDITIONAL CONSTRUCTION MATERIALS TESTING FOR FIRE STATION #5 AND FIRE STATION #6 PROJECTS FOR THE CAPITAL PROJECTS DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 7703-006 – PROVIDING FOR AN ADDITIONAL FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED \$67,196.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$296,034.00).

WHEREAS, on February 18, 2025, City Council awarded a contract to Terracon Consultants, Inc. in the amount of \$228,838.00 for the construction materials testing of Fire Station #5, Fire Station #6, and the Solid Waste Fleet Shop for the Capital Projects Department; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the additional fees under the proposed First Amendment are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees applicable to the Provider's profession, and such fees do not exceed the maximum provided by law; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The First Amendment, increasing the amount of the contract between the City and Terracon Consultants, Inc., which is on file in the office of the Purchasing Agent, in the amount of Sixty-Seven Thousand One Hundred Ninety-Six and 0/100 (\$67,196.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be effective upon the execution of the amendment attached hereto. The total contract amount increases to \$296,034.00.

SECTION 2. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____. The ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Chris Watts:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
George Ferrie, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

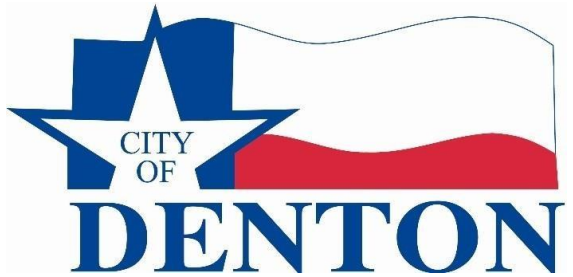
CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Leah Bush



Docusign City Council Transmittal Coversheet

PSA	7703-006
File Name	Material Testing for FS 5&6 and SW Fleet Shop - Amendment #1
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

**FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND TERRACON CONSULTANTS, INC.
PSA 7703-006**

THIS FIRST AMENDMENT TO CONTRACT 7703-006 (“Amendment”) by and between the City of Denton, Texas (“City”) and Terracon Consulting, Inc. (“Engineer”); to that certain contract executed on February 18, 2025, in the original not-to-exceed amount of \$228,838.00 (the “Agreement”); for material testing services related to the Fire Stations 5 & 6 and the Solid Waste Fleet Shop projects.

WHEREAS, the City deems it necessary to further expand the services provided by Engineer to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount \$67,196 with this Amendment for an aggregate not-to-exceed amount of \$296,034; and

FURTHERMORE, the City deems it necessary to further expand the goods/services provided by Engineer to the City;

NOW THEREFORE, the City and Engineer (hereafter collectively referred to as the “Parties”), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1. The additional services described in Exhibit “A” of this Amendment, attached hereto and incorporated herein for all purposes, for professional services related to the material testing for the Fire Stations 5 & 6 and the Solid Waste Fleet Shop Projects, are hereby authorized to be performed by Engineer. For and in consideration of the additional services to be performed by Engineer, the City agrees to pay, based on the cost estimate detail attached as Exhibit “A”, a total fee, including reimbursement for non-labor expenses an amount not to exceed \$67,196.
2. This Amendment modifies the Agreement amount to provide an additional \$67,196 for the additional services with a revised aggregate not to exceed total of \$296,034.

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Engineer, have each executed this Amendment electronically, by and through their respective duly authorized representatives and officers on this date _____.

“City”

CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____

AUTHORIZED SIGNOR, TITLE

“Engineer”

TERRACON CONSULTANTS, INC.

Signed by:
By: Drew Baze Department Manager
1144A8C92727460...
AUTHORIZED SIGNOR, TITLE

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational
obligations and business terms.

ATTEST:

BY: _____

Signed by:
Seth Garcia Seth Garcia
A13701F6BC954FC...
SIGNATURE PRINTED NAME

Director of Capital Projects
TITLE
Capital Projects
DEPARTMENT

APPROVED AS TO FORM:
MACK REINWAND, CITY ATTORNEY

Signed by:
BY: Leah Bush
3A6254146BDA460...



June 26, 2026

City of Denton
Attn: Giovanni Pineiro-Villa
401 N Elm Street
Denton, TX 76201

RE: Fire Station No. 5 & Fire Station No. 6 Change Order

Dear Mr. Pineiro-Villa,

Per the City's request, the change orders for Fire Station No. 5 and Fire Station No. 6 have been combined into a single summary for processing and approval. The Professional Service Agreement (7703-006) dated January 31, 2025, has an original contract amount of \$228,838.00 (including the \$30,000.00 contingency), which includes Fire Station No. 5, Fire Station No. 6, and the Solid Waste Fleet Shop. This combined change order applies only to Fire Station No. 5 and Fire Station No. 6.

The total combined change order amount is **\$67,196.00**, resulting in a revised combined contract value of **\$296,034.00**.

Detailed scopes, assumptions, and cost breakdowns are included in the attached change order documents for each project. This change order may be accepted by issuing a Professional Service Agreement and returning an executed copy along with this proposal to Terracon.

Thank you for the opportunity to continue supporting these projects. Please contact us if you have any questions or require additional information.

Sincerely,

Terracon Consultants, Inc.
Texas Registration No. F-3272

A handwritten signature in black ink, appearing to read 'Daniel Garza'.

Daniel Garza, P.E.
Senior Staff Engineer

A handwritten signature in black ink, appearing to read 'Drew Baze'.

Drew Baze
Department Manager II



Reference Number: P94241685

CHANGE ORDER No. 1

This **Change Order No. 1** to the Standard Agreement for Engineering Related Professional Services dated 02/18/2025 ("Agreement") is between City of Denton TX ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the Denton Fire Station No. 5 Project, as described in Standard Agreement for Engineering Related Professional Services. This Change Order is incorporated into and made part of the Agreement.

- 1. Scope of Services.** The scope of the additional or changed Services is described in the Scope of Services section of Consultant's Change Order Proposal, unless Services are otherwise described below or in Exhibit B to this Change Order (which section or exhibit are incorporated into the Change Order).

Continue to provide construction materials testing as outlined in Terracon Proposal No. P94241685 dated 10/7/2024.

Building Envelope Construction Phase Services:

Construction Observations – Perform four periodic on-site construction observations during the installation of the building envelope systems to determine if the installation(s) are in general conformance with the construction documents, and also to address a reasonable amount of building envelope related constructability issues. Documentation will be in the format of a written field observation report presenting conditions observed by Terracon at the time of our site visit and our general recommendations for Consultant Client consideration.

ASTM E1105 - Window Testing – Perform a field water infiltration testing on two window assemblies as indicated in AAMA 502 Voluntary Specification for Field Testing of Newly Installed Fenestration Products in one mobilization. More specifically, Consultant proposes to perform field testing in conformance with ASTM E1105 in conformance with field test pressures obtained from design pressures for window assemblies in conformance with AMA/WDMA/CSA 101/I.S.2/A440-11-NAFS-North American Fenestration Specification for Windows, Doors and Skylights. Consultant will provide all testing equipment and chamber construction materials required to facilitate the testing. Consultant requires a water source capable of supplying a minimum of 6 gallons per minute (gpm) and 110 volt power both within 100 feet of the test area. Testing is proposed for ground level window assemblies only. Window assemblies should be installed in conformance with window system manufacturer's requirements and no finish materials should be present at the interior of the window assemblies. The General Contractor should coordinate Terracon's testing with the installation of interior finishes so that at the time of testing, the interior finishes will not have been installed. Otherwise, the removal of interior finishes will be required for visual access around each test specimen by the General Contractor. Consultant will not be responsible for removal and/or replacement work or associated costs of interior finishes or containment and disposal of water as a result of testing. Consultant is not responsible for any delays that are beyond Consultant's control such as weather, contractor coordination, specified water and power source required, etc. Retesting of failed specimens is not included in Terracon's scope or fee proposal, but can be provided as an additional service upon request.

- 2. Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Change Order Proposal unless fees are otherwise stated below or in Exhibit C to this Change Order (which section or exhibit are incorporated into the Change Order).

This change order increases the original project estimate of \$58,038.00 by \$41,590.00, resulting in a revised project total of \$99,628.00. The increase reflects expanded masonry observations and testing, field density testing consistent with construction practices implemented for Fire Station No. 6, and additional facilities scope of services. See attached fee estimate for cost breakdown.

All terms and conditions of the Agreement shall continue in full force and effect. This Change Order is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **6/26/2026**

Name/Title: **James D. Baze / Department Manager II**

Address: **8901 John W Carpenter Fwy Ste 100**
Dallas, TX 75247-4547

Phone: **(214) 630-1010** Fax: _____

Email: **Drew.Baze@terracon.com**

Client: **City of Denton TX**

By: _____ Date: _____

Name/Title: **Giovanni Pineiro-Villa /**

Address: **401 N Elm Street**
Denton, TX 76201

Phone: _____ Fax: _____

Email: **Giovanni.Pineiro-Villalba@cityofdenton.com**



Fee Estimate						
Materials Services						
Denton Fire Station #5						
Terracon Proposal No. P94241685						
DESCRIPTION	RATE	QUANTITY PER TRIP	UNITS	ESTIMATED TRIPS	ESTIMATED TOTAL QUANTITY	TOTAL ESTIMATED FEE
Earthwork Observations and Testing						\$ 4,120.00
Part Time						\$ 4,120.00
Soils Technician	\$ 68.00	4	hours	10	40	\$ 2,720.00
Nuclear Gauge	\$ 70.00	1	days	10	10	\$ 700.00
Trip Charge	\$ 70.00	1	each	10	10	\$ 700.00
Masonry Observations						\$ 15,000.00
Part-Time						\$ 12,000.00
Masonry Technician	\$ 70.00	4	hours	15	60	\$ 4,200.00
Compressive Strength (Grout Prisms)	\$ 48.00	6	tests	15	90	\$ 4,320.00
Compressive Strength (2-in. cubes)	\$ 27.00	6	tests	15	90	\$ 2,430.00
Trip Charge	\$ 70.00	1	each	15	15	\$ 1,050.00
Sample Pick-Up						\$ 3,000.00
Concrete Technician	\$ 65.00	2	hours	15	30	\$ 1,950.00
Trip Charge	\$ 70.00	1	each	15	15	\$ 1,050.00
Structural Steel Observations						\$ 2,850.00
Welding Inspector	\$ 125.00	4	hours	5	20	\$ 2,500.00
Trip Charge	\$ 70.00	1	each	5	5	\$ 350.00
Administration						\$ 2,720.00
Project Management	\$ 168.00		hours		10	\$ 1,680.00
Administration	\$ 74.00		hours		10	\$ 740.00
Reports (Final Letter)	\$ 300.00		each		1	\$ 300.00
Building Envelope Construction Phase Services						\$ 12,400.00
ASTM E1105 - Window Testing	\$ 12,400.00		lump sum		1	\$ 12,400.00
Contingency						\$ 4,500.00
Change Order Estimated Fee						\$ 41,590.00
Initial Project Estimate (Proposal No. P94241685 dated 10/7/2024)						\$ 58,038.00
Total Estimated Fee for Project Completion						\$ 99,628.00



Reference Number: P94241686

CHANGE ORDER No. 1

This **Change Order No. 1** to the Standard Agreement for Engineering Related Professional Services dated 02/18/2025 ("Agreement") is between City of Denton TX ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the Denton Fire Station No. 6 Project, as described in Standard Agreement for Engineering Related Professional Services. This Change Order is incorporated into and made part of the Agreement.

- 1. Scope of Services.** The scope of the additional or changed Services is described in the Scope of Services section of Consultant's Change Order Proposal, unless Services are otherwise described below or in Exhibit B to this Change Order (which section or exhibit are incorporated into the Change Order).

Continue to provide construction materials testing as outlined in Terracon Proposal No. P94241686 dated 10/07/2024.

Building Envelope Construction Phase Services:

Construction Observations – Perform four periodic on-site construction observations during the installation of the building envelope systems to determine if the installation(s) are in general conformance with the construction documents, and also to address a reasonable amount of building envelope related constructability issues. Documentation will be in the format of a written field observation report presenting conditions observed by Terracon at the time of our site visit and our general recommendations for Consultant Client consideration.

ASTM E1105 - Window Testing – Perform a field water infiltration testing on two window assemblies as indicated in AAMA 502 Voluntary Specification for Field Testing of Newly Installed Fenestration Products in one mobilization. More specifically, Consultant proposes to perform field testing in conformance with ASTM E1105 in conformance with field test pressures obtained from design pressures for window assemblies in conformance with AMA/WDMA/CSA 101/I.S.2/A440-11-NAFS-North American Fenestration Specification for Windows, Doors and Skylights. Consultant will provide all testing equipment and chamber construction materials required to facilitate the testing. Consultant requires a water source capable of supplying a minimum of 6 gallons per minute (gpm) and 110 volt power both within 100 feet of the test area. Testing is proposed for ground level window assemblies only. Window assemblies should be installed in conformance with window system manufacturer's requirements and no finish materials should be present at the interior of the window assemblies. The General Contractor should coordinate Terracon's testing with the installation of interior finishes so that at the time of testing, the interior finishes will not have been installed. Otherwise, the removal of interior finishes will be required for visual access around each test specimen by the General Contractor. Consultant will not be responsible for removal and/or replacement work or associated costs of interior finishes or containment and disposal of water as a result of testing. Consultant is not responsible for any delays that are beyond Consultant's control such as weather, contractor coordination, specified water and power source required, etc. Retesting of failed specimens is not included in Terracon's scope or fee proposal, but can be provided as an additional service upon request.

- 2. Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Change Order Proposal unless fees are otherwise stated below or in Exhibit C to this Change Order (which section or exhibit are incorporated into the Change Order).

This change order increases the original project estimate of \$72,308.00 by \$25,606.00 for a revised project total of \$97,914.00. The change order includes extension of construction materials testing and additional facilities scope of services. See attached fee estimate for cost breakdown.

All terms and conditions of the Agreement shall continue in full force and effect. This Change Order is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **6/26/2026**

Name/Title: **James D. Baze / Department Manager II**

Address: **8901 John W Carpenter Fwy Ste 100**
Dallas, TX 75247-4547

Phone: **(214) 630-1010** Fax: _____

Email: **Drew.Baze@terracon.com**

Client: **City of Denton TX**

By: _____ Date: _____

Name/Title: **Giovanni Pineiro-Villa /**

Address: **401 N Elm Street**
Denton, TX 76201

Phone: _____ Fax: _____

Email: **Giovanni.Pineiro-Villalba@cityofdenton.com**



Fee Estimate						
Materials Services						
Denton Fire Station #6						
Terracon Proposal No. P94241686						
DESCRIPTION	RATE	QUANTITY PER TRIP	UNITS	ESTIMATED TRIPS	ESTIMATED TOTAL QUANTITY	TOTAL ESTIMATED FEE
Earthwork Observations and Testing						\$ 2,586.00
Part Time						\$ 1,648.00
Soils Technician	\$ 68.00	4	hours	4	16	\$ 1,088.00
Nuclear Gauge	\$ 70.00	1	days	4	4	\$ 280.00
Trip Charge	\$ 70.00	1	each	4	4	\$ 280.00
Sample Pick-Up						\$ 412.00
Soils Technician	\$ 68.00	2	hours	2	4	\$ 272.00
Trip Charge	\$ 70.00	1	each	2	2	\$ 140.00
Laboratory Testing						\$ 526.00
Laboratory Compaction Characteristics (Standard)	\$ 185.00		tests		2	\$ 370.00
Atterberg Limits (3pt.)	\$ 78.00		tests		2	\$ 156.00
Concrete & Reinforcing Steel Observations and Testing						\$ 1,330.00
Miscellaneous Placements (Under 100 Yards)						\$ 930.00
Concrete Technician	\$ 65.00	4	hours	2	8	\$ 520.00
Compressive Strength (Concrete)	\$ 27.00	5	tests	2	10	\$ 270.00
Trip Charge	\$ 70.00	1	each	2	2	\$ 140.00
Sample Pick-Ups						\$ 400.00
Concrete Technician	\$ 65.00	2	hours	2	4	\$ 260.00
Trip Charge	\$ 70.00	1	each	2	2	\$ 140.00
Masonry Observations						\$ 1,000.00
Part-Time						\$ 800.00
Masonry Technician	\$ 70.00	4	hours	1	4	\$ 280.00
Compressive Strength (Grout Prisms)	\$ 48.00	6	tests	1	6	\$ 288.00
Compressive Strength (2-in. cubes)	\$ 27.00	6	tests	1	6	\$ 162.00
Trip Charge	\$ 70.00	1	each	1	1	\$ 70.00
Sample Pick-Up						\$ 200.00
Concrete Technician	\$ 65.00	2	hours	1	2	\$ 130.00
Trip Charge	\$ 70.00	1	each	1	1	\$ 70.00
Structural Steel Observations						\$ 2,280.00
Welding Inspector	\$ 125.00	4	hours	4	16	\$ 2,000.00
Trip Charge	\$ 70.00	1	each	4	4	\$ 280.00
Administration						\$ 1,510.00
Project Management	\$ 168.00		hours		5	\$ 840.00
Administration	\$ 74.00		hours		5	\$ 370.00
Reports (Final Letter)	\$ 300.00		each		1	\$ 300.00
Building Envelope Construction Phase Services						\$ 12,400.00
ASTM E1105 - Window Testing	\$ 12,400.00		lump sum		1	\$ 12,400.00
Contingency						\$ 4,500.00
Change Order Estimated Fee						\$ 25,606.00
Initial Project Estimate (Proposal No. P94241686 dated 10/7/2024)						\$ 72,308.00
Total Estimated Fee for Project Completion						\$ 97,914.00

CONFLICT OF INTEREST QUESTIONNAIRE -**FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a) and by City of Denton Ethics Code, Ordinance 18-757.

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

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

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

Terracon Consulting, Inc.

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed._____
Name of Officer

Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐

Yes

☐

No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☐ **I have no Conflict of Interest to disclose.****5**

Signed by:

Drew Baze

7/27/2026

Signature of Vendor doing business with the governmental entity_____
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

- (A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

- (3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars (\$50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars (\$200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

Certificate Of Completion

Envelope Id: 06C287C2-A1B0-8ABF-81A0-8908BA0D2D88

Status: Sent

Subject: Please DocuSign: City Council Contract 7703-006 Material Testing for FS 5&6 Amendment #1

Source Envelope:

Document Pages: 10

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Cori Power

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

Time Zone: (UTC-06:00) Central Time (US & Canada)

cori.power@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

Holder: Cori Power

Location: DocuSign

7/8/2026 2:04:58 PM

cori.power@cityofdenton.com

Signer Events

Signature

Timestamp

Cori Power

Completed

Sent: 7/8/2026 2:13:34 PM

cori.power@cityofdenton.com

Viewed: 7/8/2026 2:13:44 PM

Purchasing Supervisor

Signed: 7/8/2026 2:13:58 PM

City of Denton

Using IP Address: 198.49.140.10

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lori Hewell

Initial

Sent: 7/8/2026 2:14:00 PM

lori.hewell@cityofdenton.com

Viewed: 7/8/2026 2:47:46 PM

Purchasing Manager

Signed: 7/8/2026 2:48:13 PM

City of Denton

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Leah Bush

Signed by:

3A6254145BDA469...

Sent: 7/8/2026 2:48:15 PM

leah.bush@cityofdenton.com

Viewed: 7/10/2026 4:11:31 PM

Assistant City Attorney

Signed: 7/10/2026 4:15:25 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.140.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Drew Baze

Signed by:

1144A9C92727460...

Sent: 7/10/2026 4:15:27 PM

Drew.Baze@terracon.com

Resent: 7/16/2026 1:16:20 PM

Department Manager

Resent: 7/27/2026 10:24:37 AM

Security Level: Email, Account Authentication (None)

Viewed: 7/27/2026 10:25:21 AM

Signed: 7/27/2026 10:28:11 AM

Signature Adoption: Pre-selected Style

Using IP Address: 12.117.197.150

Electronic Record and Signature Disclosure:

Accepted: 7/13/2026 7:11:00 AM

ID: 4ade5aa6-2fdf-4f23-a2ad-43de63770068

Signer Events	Signature	Timestamp
Seth Garcia Seth.Garcia@cityofdenton.com Director of Capital Projects Security Level: Email, Account Authentication (None)	Signed by:  A13701F6BC954FC... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 7/27/2026 10:28:14 AM Viewed: 7/27/2026 10:41:20 AM Signed: 7/27/2026 10:41:38 AM

Electronic Record and Signature Disclosure:
Accepted: 7/27/2026 10:41:20 AM
ID: fe0362aa-d201-4b66-a784-8b93ed49be15

Cheyenne Defee
cheyenne.defee@cityofdenton.com
Procurement Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (None)

Sent: 7/27/2026 10:41:41 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Cassey Ogden
Cassey.Ogden@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kristi Fogle
Kristi.Fogle@cityofdenton.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 7/27/2026 8:46:49 AM
ID: 48b02e3a-3cfa-4e10-bb58-8294705e366c

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Cheyenne Defee
cheyenne.defee@cityofdenton.com
Procurement Administration Supervisor
City of Denton
Security Level: Email, Account Authentication (None)

Sent: 7/8/2026 2:14:00 PM

COPIED

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Giovanni Piñeiro-Villalba Giovanni.Pineiro-Villalba@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/22/2026 4:34:29 PM ID: 512f56d2-4244-4210-bb07-6a7a9830593a	COPIED	Sent: 7/27/2026 10:41:43 AM Viewed: 7/27/2026 4:31:34 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/8/2026 2:13:34 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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