

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC., FOR THE DEVELOPMENT OF A PECAN CREEK STORM WATER MASTER PLAN UPDATE FOR THE DRAINAGE DEPARTMENT AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 8377-016 – PROFESSIONAL SERVICES AGREEMENT FOR ASSESSMENT SERVICES AWARDED TO HALFF ASSOCIATES, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$1,057,370.00).

WHEREAS, on February 20, 2024, the City Council approved a pre-qualified professional services list of state certified Transportation Engineers for various improvements and public safety-related projects within the City of Denton (Ordinance 24-276), and the professional services provider (the “Provider”) mentioned in this ordinance is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

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

WHEREAS, the fees under the proposed contract are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees published by the professional associations 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 City Manager, or their designee, is hereby authorized to enter into an agreement with Halff Associates, Inc., to provide professional design services for the City of Denton, a copy of which is attached hereto and incorporated by reference herein.

SECTION 2. The City Manager, or their designee, is authorized to expend funds as required by the attached contract.

SECTION 3. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 4. The findings in the preamble of this ordinance are incorporated herein by reference.

SECTION 5. This ordinance shall become effective immediately upon its passage and approval.

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

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villareal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

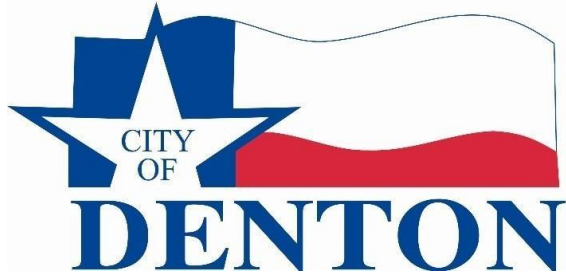
GERARD HUDSPETH, MAYOR

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	8377-016
File Name	Pecan Creek Storm Water Master Plan Update
Purchasing Contact	Gabby Leeper
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Halff Associates, Inc., with its corporate office at 2380 Performance Drive, Bldg. C, Suite 150, Richardson, TX 75082 and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Pecan Creek Storm Water Master Plan update (the "PROJECT").

SECTION 1 **Scope of Services**

- A.** The CITY hereby agrees to retain the ENGINEER, and the ENGINEER hereby agrees to perform, professional engineering services set forth in the Scope of Services attached hereto as Attachment A. These services shall be performed in connection with the PROJECT.
- B.** Additional services, if any, will be requested in writing by the CITY. CITY shall not pay for any work performed by ENGINEER or its consultants, subcontractors and/or suppliers that has not been ordered in advance and in writing. It is specifically agreed that ENGINEER shall not be compensated for any additional work resulting from oral orders of any person.

SECTION 2 **Compensation and Term of Agreement**

- A.** The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed \$1,057,370 in the manner and in accordance with the fee schedule as set forth in Attachment B. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.
- B.** Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment A.

SECTION 3 **Terms of Payment**

Payments to the ENGINEER will be made as follows:

A. Invoice and Payment

- (1) The Engineer shall provide the City sufficient documentation, including but not limited to meeting the requirements set forth in the PROJECT schedule as set forth in Attachment A to reasonably substantiate the invoices.
- (2) The ENGINEER will issue monthly invoices for all work performed under this AGREEMENT. Invoices for the uncontested performance of the particular services are due and payable within 30 days of receipt by City.
- (3) Upon completion of services enumerated in Section 1, the final payment of any balance for the uncontested performance of the services will be due within 30 days of receipt of the final invoice.
- (4) In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.
- (5) If the CITY fails to make payment in full to ENGINEER for billings contested in good faith within 60 days of the amount due, the ENGINEER may, after giving 7 days' written notice to CITY, suspend services under this AGREEMENT until paid in full. In the event of suspension of services, the ENGINEER shall have no liability to CITY for delays or damages caused the CITY because of such suspension of services.

SECTION 4 Obligations of the Engineer

A. General

The ENGINEER will serve as the CITY's professional engineering representative under this AGREEMENT, providing professional engineering consultation and advice and furnishing customary services incidental thereto.

B. Standard of Care

The ENGINEER shall perform its services:

- (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and
- (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

C. Subsurface Investigations

- (1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in Attachment A.
- (2) In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

D. Preparation of Engineering Drawings

The ENGINEER will provide to the CITY the original drawings of all plans in ink on reproducible mylar sheets and electronic files in .pdf format, or as otherwise approved by CITY, which shall become the property of the CITY. CITY may use such drawings in any manner it desires; provided, however, that the ENGINEER shall not be liable for the use of such drawings for any project other than the PROJECT described herein.

E. Engineer's Personnel at Construction Site

- (1) The presence or duties of the ENGINEER's personnel at a construction site, whether as on-site representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or the CITY's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the AGREEMENT Documents and any health or safety precautions required by such construction work. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.
- (2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the ENGINEER or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the

PROJECT, when completed, will be in accordance with the AGREEMENT Documents, nor shall anything in the AGREEMENT Documents or this AGREEMENT between CITY and ENGINEER be construed as requiring ENGINEER to make exhaustive or continuous on-site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the PROJECT. If the ENGINEER makes on-site observation(s) of a deviation from the AGREEMENT Documents, the ENGINEER shall inform the CITY.

- (3) When professional certification of performance or characteristics of materials, systems or equipment is reasonably required to perform the services set forth in the Scope of Services, the ENGINEER shall be entitled to rely upon such certification to establish materials, systems or equipment and performance criteria to be required in the AGREEMENT Documents.

F. Opinions of Probable Cost, Financial Considerations, and Schedules

- (1) The ENGINEER shall provide opinions of probable costs based on the current available information at the time of preparation, in accordance with Attachment A.
- (2) In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, the ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the ENGINEER makes no warranty that the CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER's opinions, analyses, projections, or estimates.

G. Construction Progress Payments

Recommendations by the ENGINEER to the CITY for periodic construction progress payments to the construction contractor will be based on the ENGINEER's knowledge, information, and belief from selective sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ENGINEER to ascertain that the construction contractor has completed the work in exact accordance with the AGREEMENT Documents; that the final work will be acceptable in all respects; that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the CITY and the construction contractor that affect the amount that should be paid.

H. Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. The ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

I. Right to Audit

- (1) ENGINEER agrees that the CITY shall, until the expiration of five (5) years after final payment under this AGREEMENT, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of the ENGINEER involving transactions relating to this AGREEMENT. ENGINEER agrees that the CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The CITY shall give ENGINEER reasonable advance notice of intended audits.
- (2) ENGINEER further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that the CITY shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that the CITY shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (3) hereof. CITY shall give subconsultant reasonable advance notice of intended audits.
- (3) ENGINEER and subconsultant agree to photocopy such documents as may be requested by the CITY. The CITY agrees to reimburse ENGINEER for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

J. INSURANCE

During the performance of the services under this Agreement, ENGINEER shall maintain insurance in compliance with the requirements of Attachment C which is attached hereto and made a part of this Agreement as if written word for word herein.

K. Independent Consultant

The ENGINEER agrees to perform all services as an independent consultant and not as a subcontractor, agent, or employee of the CITY. The doctrine of *respondeat superior* shall not apply.

L. Disclosure

The ENGINEER acknowledges to the CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed PROJECT and business relationships with abutting property cities. The ENGINEER further acknowledges that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this AGREEMENT and prior to final payment under the AGREEMENT.

M. Asbestos or Hazardous Substances

- (1) If asbestos or hazardous substances in any form are encountered or suspected, the ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.
- (2) If asbestos or other hazardous substances are suspected, the CITY may request the ENGINEER to assist in obtaining the services of a qualified subcontractor to manage the remediation activities of the PROJECT.

N. Permitting Authorities - Design Changes

If permitting authorities require design changes so as to comply with published design criteria and/or current engineering practice standards which the ENGINEER should have been aware of at the time this AGREEMENT was executed, the ENGINEER shall revise plans and specifications, as required, at its own cost and expense. However, if design changes are required due to the changes in the permitting authorities' published design criteria and/or practice standards criteria which are published after the date of this AGREEMENT which the ENGINEER could not have been reasonably aware of, the ENGINEER shall notify the CITY of such changes and an adjustment in compensation will be made through an amendment to this AGREEMENT.

O. Schedule

ENGINEER shall manage the PROJECT in accordance with the schedule developed per Attachment A to this AGREEMENT.

P. Equal Opportunity

- (1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall not engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color,

genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.

- (2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and ENGINEER's agents shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

SECTION 5 **Obligations of the City**

A. City-Furnished Data

ENGINEER may rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

B. Access to Facilities and Property

The CITY will make its facilities accessible to the ENGINEER as required for the ENGINEER's performance of its services. The CITY will perform, at no cost to the ENGINEER, such tests of equipment, machinery, pipelines, and other components of the CITY's facilities as may be required in connection with the ENGINEER's services. The CITY will be responsible for all acts of the CITY's personnel.

C. Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, the CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for the ENGINEER's services or PROJECT construction.

D. Timely Review

The CITY will examine the ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the CITY deems appropriate; and render in writing decisions required by the CITY in a timely manner in accordance with the PROJECT schedule prepared in accordance with Attachment A.

E. Prompt Notice

The CITY will give prompt written notice to the ENGINEER whenever CITY observes or becomes aware of any development that affects the scope or timing of the ENGINEER's services or of any defect in the work of the ENGINEER or construction contractors.

F. Asbestos or Hazardous Substances Release.

- (1) CITY acknowledges ENGINEER will perform part of the work at CITY's facilities that may contain hazardous materials, including asbestos containing materials, or conditions, and that ENGINEER had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of City, City hereby releases ENGINEER from any damage or liability related to the presence of such materials.
- (2) The release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER's negligence or if ENGINEER brings such hazardous substance, contaminant or asbestos onto the PROJECT.

G. Contractor Indemnification and Claims

The CITY agrees to include in all construction contracts the provisions of Article IV.E. regarding the ENGINEER's Personnel at Construction Site, and provisions providing for contractor indemnification of the CITY and the ENGINEER for contractor's negligence.

H. Contractor Claims and Third-Party Beneficiaries

- (1) The CITY agrees to include the following clause in all contracts with construction contractors and equipment or materials suppliers:

"Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."
- (2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.
- (3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this AGREEMENT.
- (4) Nothing contained in this Section H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

I. CITY's Insurance

- (1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.
- (2) The CITY may secure Builders Risk/Installation insurance at the replacement cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

The Scope of Services does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY. In the event CITY requests such services of the ENGINEER, this AGREEMENT shall be amended or a separate agreement will be negotiated between the parties.

K. Changes

The CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect the ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT with appropriate CITY approval.

SECTION 6 **General Legal Provisions**

A. Authorization to Proceed

ENGINEER shall be authorized to proceed with this AGREEMENT upon receipt of a written Notice to Proceed from the CITY.

B. Reuse of Project Documents

All designs, drawings, specifications, documents, and other work products of the ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. Reuse, change, or alteration by the CITY or by others acting through or on behalf of the CITY of any such instruments of service without the written permission of the ENGINEER will be at the CITY's sole risk. The CITY shall own the final designs, drawings, specifications and documents.

C. Force Majeure

The ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the ENGINEER that prevent ENGINEER's performance of its obligations hereunder.

D. Termination

(1) This AGREEMENT may be terminated:

- a. by the City for its convenience upon 30 days' written notice to ENGINEER.
- b. by either the CITY or the ENGINEER for cause if either party fails substantially to perform through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days' written notice or thereafter fails to diligently complete the correction.

(2) If this AGREEMENT is terminated for the convenience of the City, the ENGINEER will be paid for termination expenses as follows:

- a. Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;
- b. Out-of-pocket expenses for purchasing electronic data files and other data storage supplies or services;
- c. The time requirements for the ENGINEER'S personnel to document the work underway at the time of the CITY'S termination for convenience so that the work effort is suitable for long time storage.

(3) Prior to proceeding with termination services, the ENGINEER will submit to the CITY an itemized statement of all termination expenses. The CITY'S approval will be obtained in writing prior to proceeding with termination services.

E. Suspension, Delay, or Interruption to Work

The CITY may suspend, delay, or interrupt the services of the ENGINEER for the convenience of the CITY. In the event of such suspension, delay, or interruption, an equitable adjustment in the PROJECT's schedule, commitment and cost of the ENGINEER's personnel and subcontractors, and ENGINEER's compensation will be made.

F. Indemnification

IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 271.904, THE ENGINEER SHALL INDEMNIFY OR HOLD HARMLESS THE CITY AGAINST LIABILITY FOR ANY DAMAGE COMMITTED BY THE ENGINEER OR ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL

TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. CITY IS ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE ENGINEER'S LIABILITY.

G. Assignment

Neither party shall assign all or any part of this AGREEMENT without the prior written consent of the other party.

H. Jurisdiction

The law of the State of Texas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. The venue for any litigation related to this AGREEMENT shall be Denton County, Texas.

I. Severability and Survival

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Sections 5.F., 6.B., 6.D., 6.F., 6.H., and 6.I. shall survive termination of this AGREEMENT for any cause.

J. Observe and Comply

ENGINEER shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this AGREEMENT and the work hereunder, and shall observe and comply with all orders, laws ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. **ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS OR LIABILITY ARISING OUT OF THE VIOLATION OF ANY SUCH ORDER, LAW, ORDINANCE, OR REGULATION, WHETHER IT BE BY ITSELF OR ITS EMPLOYEES.**

K. Immigration Nationality Act

ENGINEER shall verify the identity and employment eligibility of its employees who perform work under this AGREEMENT, including completing the Employment Eligibility Verification Form (I-9). Upon request by CITY, ENGINEER shall provide CITY with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this AGREEMENT. ENGINEER shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any ENGINEER employee who is not legally eligible to perform

such services. **ENGINEER SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY ENGINEER, ENGINEER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** CITY, upon written notice to ENGINEER, shall have the right to immediately terminate this AGREEMENT for violations of this provision by ENGINEER.

L. Prohibition on Contracts with Companies Boycotting Israel

Engineer acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

M. Prohibition on Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Engineer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement.*** Failure to meet or maintain the requirements

under this provision will be considered a material breach.

O. Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

Engineer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate against a firearm entity or firearm trade association,” “firearm entity” and “firearm trade association” shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer’s signature provides written verification to the City that Engineer: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

P. Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Engineer is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

Q. Prohibition Against Personal Interest in Contracts

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City’s Ethic Ordinance 23-1165 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the ENGINEER shall render the Contract voidable by the City. The ENGINEER shall complete and submit the City’s Conflict of Interest Questionnaire.

R. Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the ENGINEER submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

ENGINEER will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at :
<https://www.ethics.state.tx.us/filinginfo/1295/>
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

S. Agreement Documents

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, which supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. This AGREEMENT may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A - Scope of Services, Project Schedule
Attachment B - Compensation
Attachment C - Insurance

These documents make up the AGREEMENT documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the AGREEMENT documents, the inconsistency or conflict shall be resolved by giving precedence first to the written AGREEMENT then to the AGREEMENT documents in the order in which they are listed above.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

Duly executed by each party's designated representative to be effective on _____.

BY:
ENGINEER
Half Associates, Inc.

Signed by: Scott Rushing Vice President
Authorized Agent, Title

Full Name: Scott Rushing

TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

BY:
CITY OF DENTON, TEXAS

Cassey Ogden, Interim City Manager

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Signed by: Leah Bush
BY: _____
3A6254145BDA469...

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

Signed by:



FEB488B9726E4A8...
SIGNATURE

General Manager

TITLE

Water Utilities and Street Operations.

DEPARTMENT

ATTACHMENT “A”
City of Denton
Pecan Creek Stormwater Master Plan
SCOPE OF SERVICES

General Description

The City has initiated the development of a comprehensive Stormwater Master Plan (SWMP) for the Pecan Creek watershed. The Pecan Creek watershed covers a large portion of the City of Denton spanning from the northwestern City limits to the southeastern City limits. This SWMP will serve as a blueprint for guiding future investment, prioritizing resources, and enhancing the resilience of the community's stormwater infrastructure. With emphasis on mitigating flood hazards, rehabilitating aging infrastructure, ensuring regulatory compliance, managing erosion and sedimentation, and supporting ongoing development and routine maintenance activities, the SWMP will identify both immediate and long-term needs.

The intent of this project is to evaluate current conditions and establish a proactive framework for balancing the repair of aging stormwater systems with the implementation of targeted improvements designed to reduce flood risk and support sustainable growth. Through a data-driven and stakeholder-informed approach, the City plans to develop actionable recommendations to strengthen stormwater management and safeguard the health and safety of residents across the Pecan Creek watershed.

Basic Services (Lump Sum)

TASK 1: PROJECT ADMINISTRATION

1. Kickoff Meeting: The Consultant will conduct a kickoff meeting with the City (in-person). The Consultant will prepare a meeting agenda as well as meeting minutes.
2. Project Status Meetings: The Consultant will meet as needed with the City to discuss project status and coordinate conceptual alternative development. Consultant attendance will be limited to project staff needed to facilitate the meeting and provide relevant input. This scope assumes up to nine (9) virtual meetings and nine (9) in-person meetings.
3. Monthly Reports and Invoicing: The Consultant will submit monthly invoices as the work progresses. Each invoice will be accompanied by a brief update of work completed for the period covered and required grant documentation.
4. Project Schedule: The Consultant will prepare a detailed project schedule indicating tasks, critical dates, milestones, deliverables, and review requirements. The Consultant will review the project schedule during the bi-weekly coordination meetings and update the schedule, if required, for recovery.
5. Quality Assurance/Quality Control (QA/QC): The Consultant will prepare, implement, and document a formal QA/QC plan. Each submittal will include a QAQC checklist signed by designated QAQC personnel.
6. Team Coordination: The Consultant will provide role and assignment definitions of the project team at the kick-off meeting. The Consultant will notify the City if key roles and

assignments change on the project team. The Consultant will manage the project team throughout the project.

TASK 2: DATA COLLECTION

Existing Information - Assumed Available

1. Obtain and utilize 2020 Denton County Lidar data. Develop terrain for the Pecan Creek watershed.
2. Obtain “as-built” record drawings from City for improved channels and bridge/culvert crossings. Obtain record drawings from City for existing storm drain systems, as needed, for conceptual alternatives analysis. Halff will review the provided as-built data and determine where survey will be needed to inform data gaps.
3. Obtain “as-built” plans for water and sewer infrastructure that cross channels, bridges/culverts, and storm drains.
4. Obtain subsurface utility GIS shapefiles from the City.
5. Obtain available zoning maps, land use maps, soils data and thoroughfare plans in the project area from the City, NCTCOG, NRCS and others. Note: This scope assumes existing and future land use or zoning maps are available from the City and NCTCOG to be used as a base in preparing the hydrologic land use maps.
6. Collect applicable past studies and reports (including LOMRs), drainage concerns, flood insurance records, records of street closures or rescues, and related flooding data from the City.
7. Collect existing hydrologic or hydraulic models – HEC-HMS, HEC-RAS, ICM or other available models (obtained from City of Denton or FEMA Current Effective models).
8. Obtain bid tabs from recent City projects to assist conceptual cost estimation.
9. Collect any technical data on proposed projects and/or roadway improvements within the project area.

TASK 3: CONDITION ASSESSMENT PROGRAM DEVELOPMENT

This task will provide the City with a program framework for storm drain condition assessment and rehabilitation as well as for open-channel condition assessment and rehabilitation.

Program Goals and Framework

1. Level of Service Goals: A defined set of goals for the target level of service (LOS) is important to establish priorities and direction for an effective asset management program. The Consultant will define LOS goals focused on, but not limited to, prioritization, condition assessment, corrective action and data flow updates for both storm drains and open channels through collaboration with City staff. As part of this exercise, the Consultant will work with City staff to establish key performance indicators (KPIs) that will allow the City to track the program’s annual progress for each LOS goal with data generated through the program.
2. Program Framework: A defined program framework is essential to successful management of storm drain assets. The Consultant will define a simple and effective

program framework through collaboration with City staff. The program framework will establish the key resources (internal and external) needed to operate the program, roles and responsibilities, and the desired flow of data to meet the annual level of service goals.

Storm Drain Data Evaluation

1. **Business Risk Exposure Prioritization:** The Consultant will develop a business risk exposure (BRE) prioritization for all storm drains¹ (~255K LF) located within the Pecan Creek watershed. A BRE analysis quantifies and ranks the relative risk associated with asset failure, and it includes measurable factors that represent public and utility safety, asset condition, and system operations and maintenance. The BRE framework will serve as a data-driven tool to help City staff prioritize near-term inspection efforts and to direct repair resources towards storm drains that are essential to maintain a high LOS.
2. **Near-Term Sustainability Plan:** The Consultant will prepare a near-term sustainability plan (NTSP) with annual budgeting recommendations to guide renewal planning efforts for the City’s storm drains in the Pecan Creek watershed. The results will guide a strategic investment to renew the storm drains for enhanced safety, level of service, and resiliency. The NTSP forecasts the pace and magnitude of near-term (10 to 20-year) investment needed to sustain the City’s storm drain assets into the future. The NTSP will forecast the level of asset rehabilitation or replacement required to maintain standards of customer service and system performance over the coming decades. The NTSP will provide results to aid communication with Council and other stakeholders the value of the existing infrastructure assets and the renewal investment required to sustain those assets in the long-term.
3. **Standard Defect Scoring Methodology:** A standard scoring methodology for storm drain defects will allow the City to efficiently apply methodologies and codes (NASSCO PACP² or similar) commonly used in mainstream CCTV inspection software and data deliverables. The Consultant will prepare a PACP-based scoring methodology that uses both severity and density/incidence of storm drain defects to apply a simple score (scale of 1 to 10) for each storm drain pipe segment post-inspection. This involves a linear referencing workflow in GIS to spatially locate/reference each defect in XY space along the “route” of inspection per the stationing of inspection observations. A standard scoring methodology will enable the City to objectively compare and dynamically rank the post-inspection condition of past and future storm drain inspections.

Based on the Consultant’s experience, a standard scoring methodology applied post-inspection is Step 1 of a two-step process. Step 2 of this process involves a standard

¹ After discussion with City staff on July 10, 2025, the Consultant reviewed the storm drain GIS for the Pecan Creek watershed and applied various size thresholds, with 24” diameter and larger providing the best fit to define trunk mains in the watershed. This threshold highlights approximately 54K LF of storm drain within the Pecan Creek watershed. However, given that the additional effort to develop the BRE for all pipes in the watershed (~255K LF) is minimal, the Consultant recommends the more comprehensive approach of ranking all pipes using business risk exposure (using multiple risk criteria), versus only ranking the trunk mains based only size.

² National Association of Sewer Service Companies (NASSCO) is a non-profit trade association focused on the assessment and rehabilitation of underground infrastructure, particularly sanitary sewer systems. The Pipeline Assessment Certification Program (PACP) is a standardized system for inspecting and coding pipeline condition.

recommendations workflow, described in the sub-task for the recommendations workflow and schema.

To demonstrate the value of this component of the program framework, the Consultant will apply the standard scoring methodology to linear reference and score 10K LF of the City's existing storm drain inspection data.

4. Recommendations Workflow and Data Schema: A standard recommendations workflow and spatial data schema enables the City to effectively prioritize both known and future corrective actions after storm drain inspections take place. The Consultant will develop a recommendations workflow and data schema to evaluate and prioritize high-priority storm drain inspection data. As part of this sub-task, the Consultant will establish a threshold to systematically filter/limit the inspected storm drains that will be included for detailed review. The workflow and data schema will include the recommended schedule, responsible group, and planning-level budget for each recommended corrective action.

Based on the Consultant's experience, a standard recommendations workflow Step 2 of a two-step process to successfully evaluate storm drain corrective actions. Step 1 involves a standard scoring methodology, described in previous sub-task on standard scoring. A standard recommendations workflow helps to document but disregard minor defects and to catch major defects that get missed.

To demonstrate the value of this component of the program framework, the Consultant will apply the recommendations workflow and data schema to evaluate 10K LF of the City's existing storm drain inspection data. This sub-task will build on scoring sub-task by working with the same 10K LF data subset.

Documentation

1. Technical Memorandum: The Consultant will prepare a technical memorandum that summarizes the program goals and framework as noted in the Task 3 sub-tasks. The documentation will streamline and standardize implementation as the City's program grows.

TASK 4: EXISTING CONDITONS H&H ANALYSIS

The existing conditions H&H analysis methodology will follow the scope of work template for a riverine watershed study developed in 2024 for the City of Denton.

1. Hydrology
 - a. Leverage the Halff 2020 HEC-HMS model for Pecan Creek and develop new/updated HEC-HMS model for the entire Pecan Creek watershed.
 - b. Utilize Atlas 14 rainfall data and compute peak discharges for the 2-, 5-, 10-, 25-, 50-, 100-year and 500-year storm events.
 - c. Develop SCS hydrologic parameters including land use, soils, curve numbers and times of concentration.
2. Hydraulics
 - a. Develop existing conditions 1D HEC-RAS hydraulic models for all FEMA named streams that fall within the Pecan Creek watershed and within the City of Denton city limits. See list of study streams in Table 1 below.

Table 1: Study Streams

Stream Name	Length (mi)
Pecan Creek	12.7
North Pecan Creek	2.8
North Pecan Creek Tributary 1	0.8
Stream PEC-2	1.3
Stream PEC-3	1.0
Stream PEC-4	1.6
Stream PEC-5	2.9
PEC Tributary 2	0.4
PEC Tributary 3	0.3
PEC Tributary 6	0.4
PEC Tributary 7	0.8
PEC Tributary 9	0.5
PEC Tributary 10	0.6
PEC Tributary 11	0.5
PEC Tributary 12	0.4
PEC Tributary 13	0.7
PEC Tributary 14	0.5
PEC Tributary 16	0.7

- b. Cross section geometry will be extracted from the 2020 Denton County Lidar data and supplemented with field survey at surveyed crossings.
 - c. Bridge/Culvert crossings will be input based on field survey or as-built record drawings where available.
 - d. Compute HEC-RAS profiles for all simulated storm events.
 - e. Compute floodways for all streams with current effective FEMA floodways. Upstream and downstream floodway extents will match the current effective FEMA floodway limits.
 - f. Detailed floodplain mapping will be delineated for the 100-year and 500-year floodplains and the floodway for regulatory purposes.
 - g. General floodplain mapping will be delineated for the 2-, 5-, 10-, 25-, and 50-year floodplains to understand the level of service at potentially flooded structures.
 - h. Intersect building planimetrics with floodplain mapping to identify potentially flooded structures and flooding hotspot locations from riverine sources.
3. Existing Conditions Flood Losses
- a. Develop existing conditions annualized flood losses for a “do nothing” scenario using the FEMA BCA Toolkit for potentially flooded structures within the Pecan Creek Watershed. Finished flood elevations will be estimated using 2020 Denton County Lidar data. Building footprints will be based on the TWDB GIS Data Hub and will be reviewed and updated based on the latest aerial imagery. Flood elevations will be estimated from models developed under this contract and other available models within the watershed.

TASK 5: CONCEPTUAL ALTERNATIVES ANALYSIS

1. Prepare conceptual alternatives for up to ten (10) project areas identified in the City's Flooding Hotspot Analysis performed by FNI, known historical locations from City staff, and from the existing conditions analysis performed as part of this project. Halff will proceed with alternative analysis upon written notice to proceed by the City for the approved project areas. Alternative model scenario will be developed for each project area using InfoWorks ICM or HEC-RAS depending on the most appropriate software tool based on flooding sources and complexity. Each alternative will focus on reducing flooding impacts that meet or exceed City drainage criteria and do not increase flooding downstream or on adjacent property owners. Generally, these alternatives may include a combination of storm drain\channel resizing, property acquisition, detention, and parallel drainage systems. Up to two (2) conceptual alternatives will be evaluated at each identified project area.
2. Identify potential easements necessary for future construction and maintenance if improvements are located outside of street right-of-way. Halff will not research property records and deeds as part of this task.
3. ROW Evaluation: Based on the conceptual project alignment, the Consultant shall identify potential property owners impacted. The City's Real Estate group will assist with investigating potential ROW constraints/needs.
4. Conceptual alternatives will consider potential surface and sub-surface constraints based on available GIS data and record drawings.
5. City to provide available geotechnical information within or near the preliminary schematic project corridors from previous studies.
6. Develop an Alternative Risk Assessment to evaluate project implementation risks for various categories based on discussions with the City. The categories may include, but not limited to: ROW, Utility Conflicts, External, Permitting, Organizational and Construction.
7. Prepare conceptual cost estimates for each project area alternative.
8. Prepare exhibits for each conceptual alternative.
9. Project phasing will be considered and determined by factors such as project type, downstream impacts, and cost.

Environmental Evaluation

The environmental evaluation outlined below will help identify potential risks to implementing drainage improvement alternatives.

Waters of the United States Desktop Evaluation

1. An evaluation of the site regarding Waters of the United States will be based only on information from readily available public records.
1. The water features within the site will be digitized using the most recent aerial photography and a desktop determination of the potentially jurisdictional water features will be provided.
2. The deliverable will include a report, associated maps, and historic aerial photography used to develop jurisdictional determinations.

Section 404/Nationwide Permit Assessment

After the desktop delineation is completed, the desktop delineation will be utilized to evaluate the proposed site plan to determine compliance with Section 404 of the CWA, specifically the NWP program. This task includes:

1. Evaluation of the proposed project impacts to the Waters of the United States to determine the USACE's scope and necessary permits.
2. Documentation of the terms and conditions, General Conditions, and Fort Worth District Regional Conditions for the applicable permit as well as the proposed project's compliance.
3. Summarization of the delineation, impact assessment, permit conditions, and compliance in a brief letter report.

Baseline Cultural Resources Assessment

1. Perform a baseline assessment of cultural resources constraints for all prepared alternatives using desktop-based resources. Cultural resources data prepared under the baseline assessment will be gathered from both public and restricted data sources. Conduct one site visit to review/photograph any historic-age buildings or structures that may be impacted by conceptual alternatives. Provide a brief memo of the cultural resources assessment. No archeological surveys will be performed under this scope of work.

Environmental Evaluation Deliverables

- Waters of the United States Desktop Analysis Report
- Section 404/Nationwide Permit Assessment Memo
- Baseline Cultural Resources Assessment Memo

Please Note: The conceptual alternatives evaluation performed under this scope is not considered a feasibility study and preliminary schematic layouts will not be developed. Half recommends progressing the recommended CIP alternatives to further evaluate potential conflicts and constructability to further refine estimates of probable cost and project viability prior to advancing to design.

Task 6: Benefit Cost Analysis (BCA)

FEMA BCA

The FEMA Benefit-Cost Analysis will be developed for the top three (3) ranked conceptual improvement alternatives to quantify the benefits of reduced structural flooding. The Consultant will create a BCA utilizing the latest available version of the FEMA BCA Toolkit, to include a detailed benefits Excel workbook and narrative documentation. The Consultant analysis will include:

1. Project Configuration including project location, hazard, and mitigation action types.
2. Cost Estimation for the project will be based on the Opinion of Probable Construction Cost developed in Phase 2.

3. Damages will be estimated using a FEMA-approved damage estimation methodology based on the information provided through hydrologic and hydraulic modeling, City records, and other relevant sources. Socioeconomic and demographic data for the area, as available, will be incorporated into the damages and benefits.
4. Benefits will be quantified for the reduction of flooding on private property and utilize ecosystem and social benefits, among others, as appropriate.

TASK 7: PUBLIC OUTREACH

1. Conduct one (1) public meeting after the draft conceptual alternatives analysis is complete.

Assist the City in preparation for a City Council presentation to present the results of the Pecan Creek SWMP.

TASK 8: REPORTING

1. Document work efforts and methodology including recommendations in a technical report for the Pecan Creek SWMP. Associated figures, tables, models, and GIS files will be included with the report. Include TWDB state flood plan table information.
2. Address up to two (2) rounds of City comments on the draft report and deliver a digital copy of the final Pecan Creek SWMP report.
3. Develop an illustrative graphical summary that will highlight key results and recommendations from the Pecan Creek SWMP technical report. The document will be appropriate for public and City Council review.
4. Address up to two (2) rounds of CITY comments on the draft graphical summary and deliver a digital copy of the graphical summary.

Special Services (Hourly Not-to-Exceed)

TASK 1: FIELD SURVEY

Field survey will be performed as needed after review of as-built data provided by the City.

Field Survey

1. Collect field survey for up to 50 bridge/culvert crossings along study stream within the Pecan Creek watershed. Each structure will be surveyed per FEMA standards and will include field sketches and site photos.

TASK 2: GRANT ASSISTANCE

Grant Opportunity Assessment Report

1. The Consultant will review initial feasibility, concept, FEMA BCA, and alternatives analysis of the project and project elements, and identify potential grant funding opportunities that best align with the PROJECT and PROJECT elements. The Consultant will develop a report that summarizes potential grant funding opportunities, including grant deadlines, maximum grant request, local match required, and whether the program received federal dollars.

2. The Consultant will research potential grant funding opportunities for additional master planning within the Pecan Creek watershed and other watersheds throughout the City.

Provide Strategic Guidance to Pre-Position for Selected Grants

1. Assist the City in activities to pre-position the most advantageous projects for competitive grant application development in the near term. Activities may include:
 - a. Up to three (3) virtual follow-up meetings with City Staff to discuss specific projects/programs and necessary pre-position steps.
 - b. Internal scoring exercise to test candidate project strengths and weaknesses. Collaborating with additional Halff personnel with expertise in Benefit-Cost Analysis, environmental review, and preliminary engineering reports, as needed, to determine further consideration for the level of effort and competitiveness of projects for grant applications.
 - c. Facilitate meetings with partner stakeholders and/or grant agency personnel when needed.
2. Peer review of City-developed applications up to 10 hours

Task 2 Deliverables

- Digital PDF Copy of Grant Opportunity Assessment Report

Exclusions

Any additional services required beyond those specifically identified in this Scope of Services are beyond the services to be provided under this agreement. A scope and commensurate fee for any required additional services would be negotiated and provided under a separate supplementation agreement to this contract. Should the Client request additional support including an alternative funding analysis and program for flood mitigation or other aspects of the proposed project, a separated fee will be negotiated.

SERVICES EXCLUDED FROM THE SCOPE

The following services are excluded from the scope of work above unless agreed upon through contract renegotiation or formal, written consent.

1. USACE Individual Permit
2. Cultural resource pedestrian survey
3. TDLR review/inspection
4. ROW/Easement acquisition
5. CLOMR/LOMR Preparation
6. Public and private utility relocation design
7. Coordination with TxDOT or TxDOT permit submittal
8. Traffic Control Plans not specifically outlined in this scope of work
9. Roadway Design, Plan & Profile or Typical Section sheets
10. Landscape Plan
11. Full civil design plans

12. Feasibility studies and schematic project layouts
13. SUE services
14. Additional meetings not stipulated in the above scope of work
15. External fees associated with data collection
16. Water quality testing and analysis
17. Geotechnical exclusions: Boring cores through channel, site clearing, potholing to confirm underground utilities at borings, long-term maintenance of bore hole patches
18. Right of Entry coordination for SUE
19. Field Condition Assessment: The Consultant understands that the City plans to perform most of the field condition assessment work using in-house crews and equipment. Should the need arise, the Consultant has the capability to perform field condition assessment at-scale with support from several qualified inspection contractors.

Attachment B

Pecan Creek Stormwater Master Plan

PROJECT TASK	PRINCIPAL	PROJECT MANAGER	DEPUTY PROJECT MANAGER	WR QAQC MANAGER	WR PE SENIOR	WR PE	WR EIT II	WR EIT I	SR GIS ANALYST	JR GIS ANALYST	RPLS	SURVEY TECH	3-MAN SURVEY CREW	2-MAN SURVEY CREW	1-MAN SURVEY CREW	GRANT PRINCIPAL	GRANT MANAGER	SENIOR PLANNER	PLANNER	CLERICAL	SUB-CONSULTANT	EXPENSES	TOTAL
Labor Rate	\$325.00	\$300.00	\$250.00	\$265.00	\$240.00	\$180.00	\$150.00	\$135.00	\$140.00	\$100.00	\$230.00	\$120.00	\$295.00	\$225.00	\$150.00	\$224.00	\$155.00	\$230.00	\$130.00	\$85.00	Varies		
Basic Services (Lump Sum)																							
TASK 1 - PROJECT ADMINISTRATION																							
1.A Project Administration																							
1 Kickoff Meeting		4	4				4																\$ 2,800.00
2 Monthly Coordination Meetings (up to 16 meetings)	3	36	36		12		46													10			\$ 30,560.00
3 Monthly Reports and Invoicing		18																					\$ 6,250.00
4 Project Schedule		10	1																				\$ 3,250.00
5 Quality Assurance/Quality Control Plan	1	2	1	4																			\$ 2,240.00
6 Team Coordination	2	40	20																				\$ 17,650.00
TASK 1 - SUBTOTAL: PROJECT ADMINISTRATION	6.0	110.0	62.0	4.0	12.0	0.0	50.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	10.0	\$ -	\$ -	\$ 62,750.00
TASK 2 - DATA COLLECTION																							
2.A Existing Available Information																							
1 Terrain Development			1				1	4	40														\$ 4,950.00
2 Collect & review as-built data		2					24																\$ 3,840.00
3 Collect all available zoning maps		1					4																\$ 840.00
4 Collect and compile previous studies		1					8																\$ 1,380.00
Subtotal Task 2.A																							\$ 11,010.00
TASK 2 - SUBTOTAL: DATA COLLECTION	0.0	1.0	0.0	0.0	0.0	0.0	37.0	4.0	40.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -	\$ 11,010.00
TASK 3 - CONDITION ASSESSMENT PROGRAM DEVELOPMENT																							
3.A Program Goals and Framework																							
1 Level of Service Goals				12		30	20																\$ 11,580.00
2 Program Framework				8		12	20																\$ 7,280.00
Subtotal Task 3.A																							\$ 18,860.00
3.B Storm Drain Data Evaluation																							
1 Business Risk Exposure Prioritization (Storm Drains)				12		35	60			30													\$ 21,480.00
2 Near-Term Sustainability Plan				10		35	40			20													\$ 16,950.00
3 Standard Defect Scoring Methodology				8		35	30			20													\$ 14,920.00
4 Recommendations Workflow and Data Schema				8		35	40			20													\$ 16,420.00
Subtotal Task 3.B																							\$ 69,770.00
3.C Documentation																							
1 Technical Memorandum				20		40	40			40													\$ 22,500.00
Subtotal Task 3.C																							\$ 22,500.00
TASK 3 - SUBTOTAL: CONDITION ASSESSMENT PROGRAM DEVELOPMENT	0.0	0.0	0.0	58.0	0.0	182.0	210.0	0.0	0.0	90.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -	\$ 111,130.00
TASK 4 - EXISTING CONDITIONS H&H ANALYSIS																							
4.A Existing Conditions																							
1 Hydrology		8	16			40	280																\$ 51,400.00
2 Hydraulic Model Geometry		20	40			120	560																\$ 113,200.00
3 Hydraulic Model Troubleshooting/Iterations		6				40	240																\$ 41,400.00
4 Floodplain Depth Grid Mapping		1				4	24	20	40														\$ 11,060.00
5 Existing Conditions Flood Losses		1	2			16	40		16														\$ 11,280.00
6 Internal QAQC		8	4	32		32	40		40														\$ 23,040.00
TASK 4 - SUBTOTAL: EXISTING CONDITIONS H&H ANALYSIS	0.0	44.0	62.0	32.0	0.0	252.0	40.0	1144.0	20.0	56.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -	\$ 251,380.00
TASK 5 - CONCEPTUAL ALTERNATIVES ANALYSIS																							
5.A Conceptual Alternatives Analysis																							
1 Identify Hotspot Areas - Existing Conditions Modeling (up to 10)		8	20			32	260	380															\$ 103,460.00
2 Hydraulic Modeling (2 alternatives per location)		20	40		24	60	320	480															\$ 145,360.00
3 Preliminary ROW Acquisition Evaluation		2	3		8		24	24															\$ 6,510.00
4 Perform Alternative Risk Assessment		4	8			24	60	60															\$ 15,620.00
5 Prepare Conceptual OPCCs		4	6			12	40	40															\$ 10,910.00
6 Prepare Conceptual Alternative Exhibits	2	2	4			8	24	80															\$ 17,440.00
7 Internal QAQC		12	6	40		30	60	60															\$ 29,200.00
Subtotal Task 5.A																							\$ 328,500.00
5.B																							
1 Archeological Desktop Analysis		2				4	16	32															\$ 8,040.00
2 Waters of the United States Desktop Evaluation		2				8	20	72															\$ 14,760.00
3 Section 404/Nationwide Permit Assessment		2				4	8	40															\$ 7,920.00
Subtotal Task 5.B																							\$ 30,720.00
TASK 5 - SUBTOTAL: CONCEPTUAL ALTERNATIVES ANALYSIS	2.0	52.0	87.0	40.0	32.0	166.0	604.0	1124.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -	\$ 359,220.00

Attachment B

PROJECT TASK	PRINCIPAL	PROJECT MANAGER	DEPUTY PROJECT MANAGER	WR QAQC MANAGER	WR PE SENIOR	WR PE	WR EIT II	WR EIT I	SR GIS ANALYST	JR GIS ANALYST	RPLS	SURVEY TECH	3-MAN SURVEY CREW	2-MAN SURVEY CREW	1-MAN SURVEY CREW	GRANT PRINCIPAL	GRANT MANAGER	SENIOR PLANNER	PLANNER	CLERICAL	SUB-CONSULTANT	EXPENSES	TOTAL	
Labor Rate	\$325.00	\$300.00	\$250.00	\$265.00	\$240.00	\$180.00	\$150.00	\$135.00	\$140.00	\$100.00	\$230.00	\$120.00	\$295.00	\$225.00	\$150.00	\$224.00	\$155.00	\$230.00	\$130.00	\$85.00	Varies			
Basic Services (Lump Sum)																								
TASK 6- BENEFIT COST ANALYSIS																								
6.A FEMA BCA																								
1 Project Configuration							20																\$ 3,000.00	
2 Cost Estimation							24																\$ 3,600.00	
3 Damage Development and Calculation	1	2	4			8	60																\$ 12,370.00	
4 Benefit Development and Calculation	1	2	4			8	60																\$ 12,370.00	
5 Internal QAQC				5																			\$ 1,330.00	
TASK 6 - SUBTOTAL: BENEFIT COST ANALYSIS	2.0	4.0	8.0	5.0	0.0	16.0	164.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -	\$ 32,670.00
TASK 7 - PUBLIC OUTREACH																								
7.A Prepare and Present One Public Meeting																								
1 Public Meeting	1	8	8			4	24																\$ 8,690.00	
2 City Council Presentation	1	8	4			8	32																\$ 9,490.00	
TASK 7 - SUBTOTAL: PUBLIC OUTREACH	1.0	8.0	8.0	0.0	0.0	4.0	0.0	24.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -	\$ 26,870.00
TASK 8 - REPORTING																								
8.A Phase 1 Report																								
1 Develop Draft Technical Report	1	8	12	4		40	100		24														\$ 29,890.00	
2 Address City Comments & Deliver Final Report		2	2			6	24																\$ 5,420.00	
3 Develop Draft Graphical Summary	1	8	12			8	12											12	50				\$ 18,050.00	
4 Address City Comments & Deliver Final Graphical Summary		4	8			4	8											6	24				\$ 9,500.00	
TASK 8 - SUBTOTAL: REPORTING	2.0	22.0	34.0	4.0	0.0	58.0	0.0	144.0	0.0	24.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	18.0	74.0	0.0	0.0	\$ -	\$ -	\$ 62,860.00
Subtotal: Basic Services	11.0	237.0	253.0	138.0	44.0	662.0	904.0	2473.0	24.0	210.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	18.0	74.0	10.0	\$ -	\$ -	\$ 917,890.00	
Special Services (Hourly Not-to-Exceed)																								
TASK 1 - DATA COLLECTION																								
1.A Field Survey																								
1 Bridge/Culvert Crossing Survey (up to 50 structures)		2	4				24				60	120	180										\$ 86,500.00	
TASK 1 - SUBTOTAL: DATA COLLECTION	0.0	2.0	4.0	0.0	0.0	0.0	24.0	0.0	0.0	0.0	60.0	120.0	180.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -	\$ 86,500.00
TASK 2 - GRANT ASSISTANCE																								
2.A Grant Opportunity Assessment Report																								
1 Project Narratives																24	48	24	48				\$ 24,580.00	
2 Strategic Guidance																50	20	50	20				\$ 28,400.00	
TASK 2 - SUBTOTAL: GRANT ASSISTANCE	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	74.0	68.0	74.0	68.0	0.0	0.0	\$ -	\$ -	\$ 52,980.00
Subtotal: Special Services	0.0	2.0	4.0	0.0	0.0	0.0	24.0	0.0	0.0	0.0	60.0	120.0	180.0	0.0	0.0	74.0	68.0	74.0	68.0	0.0	0.0	0.0	\$ 139,480.00	
																						\$ 1,057,370.00		

Attachment C

Attachment C

INSURANCE REQUIREMENTS

Respondent's attention is directed to the insurance requirements below. It is highly recommended that respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal/Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low respondent fails to comply strictly with the insurance requirements, that respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the ENGINEER, the ENGINEER shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

As soon as practicable after notification of contract award, ENGINEER shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. ENGINEER may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, ENGINEERS are strongly advised to make such requests prior to proposal/bid opening, since the insurance requirements may not be modified or waived after proposal/bid opening unless a written exception has been submitted with the proposal/bid. ENGINEER shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A- or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees, and volunteers; or, the ENGINEER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- Liability policies shall be endorsed to provide the following:
 - Name as Additional Insured the City of Denton, its Officials, Agents, Employees, and volunteers on commercial general liabilities (CGL) and automobile liability policies.
 - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
 - Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the ENGINEER shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance including, but not limited to,

Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors, and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

B. PROFESSIONAL LIABILITY INSURANCE

If ENGINEER is a licensed or certified person who renders professional services, then **Professional Liability Insurance** to provide coverage against any claim which the ENGINEER becomes legally obligated to pay as damages arising out of the performance of professional services caused by any negligent error, omission or act with minimum limits of \$1,000,000.00 per claim, \$2,000,000.00 annual aggregate.

SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the ENGINEER, the ENGINEER shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name ENGINEER as an additional insured.

(2) ENGINEER shall obtain and monitor the certificates of insurance from each Subcontractor. ENGINEER must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

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.

Halff Associates, 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:

Scott Rushing

4/16/2026

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](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: 66EA72AF-F6E7-40AD-A4E2-FBC647A01610

Status: Sent

Subject: Please DocuSign: City Council Contract 8377-016 Pecan Creek Storm Water Master Plan

Source Envelope:

Document Pages: 34

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Gabby Leeper

AutoNav: Enabled

901B Texas Street

Envelopeld Stamping: Enabled

Denton, TX 76209

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

Gabby.Leeper@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

Holder: Gabby Leeper

Location: DocuSign

4/15/2026 1:32:26 PM

Gabby.Leeper@cityofdenton.com

Signer Events

Signature

Timestamp

Gabby Leeper

Completed

Sent: 4/15/2026 1:35:25 PM

Gabby.Leeper@cityofdenton.com

Viewed: 4/15/2026 1:35:36 PM

Senior Buyer

Signed: 4/15/2026 1:36:18 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
LH

Sent: 4/15/2026 1:36:21 PM

lori.hewell@cityofdenton.com

Viewed: 4/15/2026 1:37:09 PM

Purchasing Manager

Signed: 4/15/2026 1:39:02 PM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 198.49.140.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Leah Bush

Signed by:
Leah Bush
3A6254145BDA469...

Sent: 4/15/2026 1:39:05 PM

leah.bush@cityofdenton.com

Viewed: 4/15/2026 3:06:08 PM

Assistant City Attorney

Signed: 4/15/2026 3:22:00 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

Scott Rushing

Signed by:
Scott Rushing
560D1E9BAB4F465...

Sent: 4/15/2026 3:22:02 PM

srushing@halff.com

Viewed: 4/15/2026 3:36:43 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 4.1.252.178

Electronic Record and Signature Disclosure:

Accepted: 4/15/2026 3:36:43 PM

ID: 95f3c483-4229-4d44-b863-17483c2c04c2

Signer Events	Signature	Timestamp
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Stephen D. Gay
 Stephen.Gay@cityofdenton.com
 General Manager
 Water Utilities
 Security Level: Email, Account Authentication (None)

Signed by:

 FEB48BB9728E4A9...
 Signature Adoption: Pre-selected Style
 Using IP Address: 65.222.164.2

Sent: 4/16/2026 8:36:23 AM
 Viewed: 4/17/2026 9:11:10 AM
 Signed: 4/17/2026 9:14:46 AM

Electronic Record and Signature Disclosure:
 Accepted: 4/17/2026 9:11:10 AM
 ID: e41f7c5c-5526-45f4-a4df-742588ee0744

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

Sent: 4/17/2026 9:14:50 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

Ingrid Rex
 Ingrid.Rex@cityofdenton.com
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Cheyenne Defee
 cheyenne.defee@cityofdenton.com
 Procurement Administration Supervisor
 City of Denton
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 4/15/2026 1:36:20 PM

Gretna Jones
 gretna.jones@cityofdenton.com
 Legal Secretary
 City of Denton
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 4/17/2026 9:14:49 AM
 Viewed: 4/17/2026 3:06:02 PM

Carbon Copy Events	Status	Timestamp
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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

Mike Linder
mike.linder@cityofdenton.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 4/1/2026 3:52:21 PM
ID: e800f791-0963-4229-845d-f12f1ac94dd9

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/15/2026 1:35:25 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
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:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.