

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 HOAR PROGRAM MANAGEMENT, LLC, FOR PROJECT MANAGEMENT SERVICES FOR FIRE STATION #9, THE SERVICE CENTER, THE SOLID WASTE FLEET, AND THE FLEET SERVICES EXPANSION FOR THE CAPITAL PROJECTS DEPARTMENT AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 8245-001 – PROFESSIONAL SERVICES AGREEMENT FOR PROJECT MANAGEMENT SERVICES AWARDED TO HOAR PROGRAM MANAGEMENT, LLC, IN THE NOT-TO-EXCEED AMOUNT OF \$2,588,509.00).

WHEREAS, on August 15, 2023, the City Council approved a pre-qualified engineer list for Capital Improvement Projects Department (Ordinance 23-1521), 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 Hoar Program Management, LLC, for project management services for Fire Station #9, the Service Center, the Solid Waste Fleet, and the Fleet Services Expansion for the Capital Projects Department, 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:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

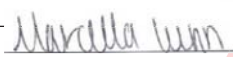
PASSED AND APPROVED this the _____ day of _____, 2023.

GERARD HUDSPETH, MAYOR

ATTEST:
JESUS SALAZAR, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY:  _____
Digitally signed by Marcella Lunn
DN: dc=com, dc=cityofdenton,
dc=codad, ou=Department Users
and Groups, ou=General
Government, ou=Legal,
cn=Marcella Lunn,
email=Marcella.Lunn@cityofdent
on.com
Date: 2023.11.06 08:27:20 -06'00'



Docusign City Council Transmittal Coversheet

PSA	8245-001
File Name	FS9 and Fleet PM Services PSA
Purchasing Contact	Erica Garcia
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTING SERVICES
FILE 8245-001**

STATE OF TEXAS §

COUNTY OF DENTON §

THIS AGREEMENT (the “Agreement”) is made and entered into on _____, by and between the City of Denton, Texas, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter called “OWNER” and Hoar Program Management, LLC, with its corporate office at 2 Metroplex Drive, Suite 300, Birmingham, AL 35209 hereinafter called “CONSULTANT,” acting herein, by and through their duly authorized representatives.

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

**ARTICLE I
CONSULTANT AS INDEPENDENT CONTRACTOR**

The OWNER has selected CONSULTANT on the basis of demonstrated competence and qualifications to perform the services herein described for a fair and reasonable price pursuant to Chapter 2254 of the Texas Government Code. The OWNER hereby contracts with the CONSULTANT as an independent contractor and not as an employee, and as such, the OWNER will not assert control over the day-to-day operations of the CONSULTANT. The CONSULTANT is customarily engaged to provide services as described herein independently and on a nonexclusive basis in the course of its business. This Agreement does not in any way constitute a joint venture between OWNER and CONSULTANT. The CONSULTANT hereby agrees to perform the services described herein based on the skills required for the scope of work in connection with the Project as stated in the sections to follow, with diligence and in accordance with the highest professional standards customarily obtained for such services in the State of Texas. The professional services set out herein are in connection with the following described project:

The Project shall include, without limitation, Construction Assistance for Fire Station 9, Service Center, and Solid Waste, Fleet Expansion Services, as described in **Exhibit A**, which is attached hereto and incorporated herein (the “Project”).

ARTICLE II

SCOPE OF BASIC SERVICES

The CONSULTANT shall perform the following services in a professional manner:

- A. To perform all those services set forth in CONSULTANT's proposal, which proposal is attached hereto and made a part hereof as **Exhibit A** as if written word for word herein.
- B. CONSULTANT shall perform all those services set forth in as described in **Exhibit A**, which shall be attached to this Agreement and made a part hereof.
- C. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits.

ARTICLE III

ADDITIONAL SERVICES

Additional services to be performed by the CONSULTANT, if authorized by the OWNER, which are not included in the above-described Basic Services, may be negotiated as needed, per rates included in **Exhibit B**.

- A. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- B. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- C. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- D. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- E. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

ARTICLE IV **TIME OF COMPLETION**

CONSULTANT is authorized to commence work under this contract upon execution of this AGREEMENT. CONSULTANT shall perform and complete its obligations herein in a prompt and continuous manner, so as to not delay the completion of the Project in accordance with the schedules as described in **Exhibit B**. The contract shall remain effective for a period which may reasonably be required for the completion of the Project, acceptance by an authorized representative of the OWNER, exhaustion of authorized funds, or termination as provided in this Agreement, whichever occurs first.

ARTICLE V **COMPENSATION**

A. COMPENSATION TERMS:

1. "Subcontract Expense" is defined as expenses incurred by the CONSULTANT in employment of others in outside firms for services related to this agreement.
2. "Direct Non-Labor Expense" is defined as that expense for any assignment incurred by the CONSULTANT for supplies, transportation and equipment, travel, communications, subsistence, and lodging away from home, and similar incidental expenses in connection with that assignment.

B. BILLING AND PAYMENT: For and in consideration of the professional services to be performed by the CONSULTANT herein, the OWNER agrees to pay, based on the cost estimate detail at an hourly rate shown in **Exhibit B** which is attached hereto and made a part of this Agreement as if written word for word herein, a total fee, including reimbursement for direct non-labor expenses not to exceed **\$2,588,509**.

Partial payments to the CONSULTANT will be made on the basis of detailed monthly statements rendered to and approved by the OWNER through its City Manager or his designee; however, under no circumstances shall any monthly statement for services exceed the value of the work performed at the time a statement is rendered.

Nothing contained in this Article shall require the OWNER to pay for any work which is unsatisfactory, as reasonably determined by the City Manager or his designee, or which is not submitted in compliance with the terms of this Agreement. The OWNER shall not be required to make any payments to the CONSULTANT when the CONSULTANT is in default under this Agreement.

It is specifically understood and agreed that the CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by the OWNER for any charge, expense, or reimbursement above the maximum not to exceed fee as stated, without first having obtained written authorization from the OWNER. The CONSULTANT shall not proceed to perform the services listed in Article III "Additional Services," without obtaining prior written authorization from the OWNER.

- C. **ADDITIONAL SERVICES:** For additional services authorized in writing by the OWNER in Article III, the CONSULTANT shall be paid based on the Schedule of Charges at an hourly rate shown in **Exhibit B**. Payments for additional services shall be due and payable upon submission by the CONSULTANT and approval by the City staff, and shall be in accordance with subsection B hereof. Statements shall not be submitted more frequently than monthly.
- D. **PAYMENT:** If the OWNER fails to make payments due the CONSULTANT for services and expenses within thirty calendar (30) days after receipt of the CONSULTANT's undisputed statement thereof, the amounts due the CONSULTANT will be paid interest in accordance with the Texas Government Code 2251.025. Additionally, the CONSULTANT may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement until the CONSULTANT has been paid in full all amounts due for services, expenses, and charges. Nothing herein shall require the OWNER to pay the late charge if the OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article V, "Compensation," there is a bona fide dispute concerning the amount due, or the invoice was not mailed to the address or in the form as described in this Agreement. The OWNER will notify CONSULTANT of any disputes within twenty-one (21) days of receipt of the invoice.
- E. **Invoices** shall be sent directly to the City of Denton Accounts Payable Department, 215 E McKinney St, Denton, TX, 76201-4299. A pro-forma invoice shall be sent to the contract administrator. **Invoices must be fully documented as to labor, materials, and equipment provided, if applicable, and must reference the City of Denton Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

ARTICLE VI

OBSERVATION AND REVIEW OF THE WORK

The CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to the OWNER any defects or deficiencies in the work of the CONSULTANT or any subcontractors or subconsultants.

ARTICLE VII

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by the CONSULTANT (and CONSULTANT's subcontractors or subconsultants) pursuant to this Agreement are instruments of service, and shall become the property of the OWNER upon the termination of this Agreement. The CONSULTANT is entitled to retain copies of all such documents. The documents prepared and furnished by the CONSULTANT are intended only to be applicable to this Project, and OWNER's use of these documents in other projects shall be at OWNER's sole risk and expense. In the event the OWNER uses any of the information or materials developed pursuant to this Agreement in another project or for other purposes than specified herein, CONSULTANT is released from any and all liability relating to their use in that project.

ARTICLE VIII
INDEMNITY AGREEMENT

THE CONSULTANT SHALL INDEMNIFY AND SAVE AND HOLD HARMLESS THE OWNER AND ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEY FEES ASSERTED AGAINST OR INCURRED BY THE OWNER, LIMITED TO DAMAGES FOR BODILY AND PERSONAL INJURY, DEATH AND PROPERTY DAMAGE, RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE CONSULTANT OR ITS OFFICERS, SHAREHOLDERS, AGENTS, OR EMPLOYEES INCIDENTAL TO, RELATED TO, AND IN THE EXECUTION, OPERATION, OR PERFORMANCE OF THIS AGREEMENT.

Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

ARTICLE IX
INSURANCE

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

ARTICLE X
ALTERNATIVE DISPUTE RESOLUTION

The parties may agree to settle any disputes under this Agreement by submitting the dispute to mediation with each party bearing its own costs of mediation. No mediation arising out of or relating to this Agreement, involving one party's disagreement may include the other party to the disagreement without the other's approval. Mediation will not be a condition precedent to suit.

ARTICLE XI
TERMINATION OF AGREEMENT

- A. Notwithstanding any other provision of this Agreement, either party may terminate by giving thirty (30) days' advance written notice to the other party.
- B. This Agreement may be terminated in whole or in part in the event of either party substantially failing to fulfill its obligations under this Agreement. No such termination will be affected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate and setting forth the reasons specifying the non-performance, and not less than fifteen (15) calendar days to cure the

failure; and (2) an opportunity for consultation with the terminating party prior to termination.

- C. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to the OWNER within thirty (30) days after the date of termination. The OWNER shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article V "Compensation." Should the OWNER subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information through a date thirty (30) days after the date of termination. The CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to the OWNER on or before the date of termination, but may maintain copies of such documents for its use.

ARTICLE XII

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval by the OWNER shall not constitute, nor be deemed a release of the responsibility and liability of the CONSULTANT, its employees, associates, agents, subcontractors, and subconsultants for the accuracy and competency of their designs or other work; nor shall such approval be deemed to be an assumption of such responsibility by the OWNER for any defect in the design or other work prepared by the CONSULTANT, its employees, subcontractors, agents, and consultants.

ARTICLE XIII

NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three (3) days' mailing:

To CONSULTANT:

Hoar Program Management. LLC.
Zachary Stevenson, Sr. Program Manager
5495 Belt Line Rd, Suite 335
Dallas, TX 75254

To OWNER:

City of Denton
Purchasing Manager –File 8245-001
901B Texas Street
Denton, Texas 76201

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days' mailing.

ARTICLE XIV

ENTIRE AGREEMENT

This Agreement and related exhibits constitute the complete and final expression of this Agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE XV **SEVERABILITY**

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

ARTICLE XVI **COMPLIANCE WITH LAWS**

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as those laws may now read or hereinafter be amended.

ARTICLE XVII **DISCRIMINATION PROHIBITED**

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, national origin or ancestry, age, or physical handicap.

ARTICLE XVIII **PERSONNEL**

The CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of, or have any contractual relations with the OWNER. CONSULTANT shall inform the OWNER of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement. All services required hereunder will be performed by the CONSULTANT or under its supervision. All personnel engaged in work shall be qualified, and shall be authorized and permitted under state and local laws to perform such services.

ARTICLE XIX **ASSIGNABILITY**

The CONSULTANT acknowledges that this Agreement is based on the demonstrated competence and specific qualifications of the CONSULTANT and is therefore personal as to the CONSULTANT. Therefore, the CONSULTANT shall not assign any interest in this Agreement,

and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of the OWNER.

ARTICLE XX **MODIFICATION**

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

ARTICLE XXI **MISCELLANEOUS**

A. The following exhibits are attached to and made a part of this Agreement:

Exhibit A – Consultant’s Scope of Services
Exhibit B – Consultant’s Compensation Rate Sheet
Exhibit C – Consultant’s Insurance Requirements

What is called for by one exhibit shall be as binding as if called for by all. In the event of an inconsistency or conflict in this Agreement and any of the provisions of the exhibits, the inconsistency or conflict shall be resolved by giving precedence first to this Agreement then to the exhibits in the order in which they are listed above.

B. This Agreement shall be governed by, construed, and enforced in accordance with, and subject to, the laws of the State of Texas or federal law, where applicable, without regard to the conflict of law principles of any jurisdiction. In the event there shall be any dispute arising out of the terms and conditions of, or in connection with, this Agreement, the party seeking relief shall submit such dispute to the District Courts of Denton County or if federal diversity or subject matter jurisdiction exists, to the United States District Court for the Eastern District of Texas-Sherman Division.

C. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be Zachary Stevenson. However, nothing herein shall limit CONSULTANT from using other equally qualified and competent members of its firm to perform the services required herein.

D. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by the OWNER.

- E. The OWNER shall assist the CONSULTANT by placing at the CONSULTANT's disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for the CONSULTANT to enter in or upon public and private property as required for the CONSULTANT to perform services under this Agreement.
- F. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.
- G. 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.
- H. Force Majeure – Neither OWNER or CONSULTANT shall be in breach of this Agreement nor liable for delay in performing, or failure to perform any of its obligations under this Agreement (other than OWNER'S obligation to make payment to CONSULTANT) resulting from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected Party shall be entitled to a reasonable extension of the time and equitable adjustment to Compensation set forth in Article V for performing such obligations.
- I. Limitation of Liability – Notwithstanding anything else in this Agreement to the contrary, including all attachments, the liability of CONSULTANT on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the Agreement or the Services performed shall be limited to the amount of fees paid or owing to CONSULTANT under the Agreement. In no event shall CONSULTANT be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this limitation of liability shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation or tort (including but not limited to negligence) or otherwise and shall survive termination or expiration of the Agreement.

ARTICLE XXII

INDEPENDENT CONTRACTOR

CONSULTANT shall provide services to OWNER as an independent contractor, not as an employee of the OWNER. CONSULTANT shall not have or claim any right arising from employee status.

ARTICLE XXIII

RIGHT TO AUDIT

The OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. The CONTRACTOR shall retain such books,

records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, the CONTRACTOR shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow the OWNER similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the OWNER unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the CONTRACTOR which must be payable within five business days of receipt of an invoice.

Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in the OWNER'S sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

ARTICLE XXIV

Prohibition on Contracts with Companies Boycotting Israel PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Contractor 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, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (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.

ARTICLE XXV

Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization 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, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, 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.

ARTICLE XXVI**Prohibition on Contracts with Companies Boycotting Certain Energy Companies
PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN
ENERGY COMPANIES**

Contractor 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, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (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.

ARTICLE XXVII**Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and
Firearm Trade Associations
PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN
FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS**

Contractor 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, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (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.

ARTICLE XXVIII**Termination Right for Contracts with Companies Doing Business with Certain Foreign-
Owned Companies
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 Contractor 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.

ARTICLE XXIX

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 Consultant submits a disclosure of interested parties (Form 1295) to the City at the time the Consultant submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

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

The consultant 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 OWNER 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.

ARTICLE XXX

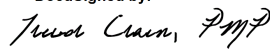
PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

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 18-757 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 Contractor shall render the Contract voidable by the City. The CONSULTANT shall complete and submit the City's Conflict of Interest Questionnaire.


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.

IN WITNESS HEREOF, the City of Denton, Texas has caused this Agreement to be executed by its duly authorized City Manager, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer on this date_____.

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

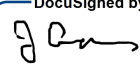
DocuSigned by:
 Trevor Crain, PMP
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SIGNATURE PRINTED NAME
Director of Capital Projects
TITLE
Capital Projects
DEPARTMENT

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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ATTEST:
JESUS SALAZAR, CITY SECRETARY

BY: _____

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AUTHORIZED SIGNATURE

DATE: _____

Printed Name: James Adams

Title: Vice President

205-966-8457

PHONE NUMBER

jadams@hpmleadership.com

EMAIL ADDRESS

2023-1083761

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

BY: _____

SARA HENSLEY
CITY MANAGER

Date: _____



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Dallas, TX 75254

EXHIBIT A

HPM List of Potential Basic Services for City of Denton

The following services are basic services provided by HPM. City of Denton may, at its sole discretion, request HPM to provide any or all these services within the contract pending execution.

1.0 Pre-Construction (Phase 1)

1.1 Design Management

1.1.1 Designer/CM Selection: HPM shall assist City of Denton PM evaluating written proposals, and assisting in an interview process.

1.1.2 Designer/CM Contract Preparation: HPM shall assist City of Denton PM in review of the Agreement between City of Denton and Designer.

1.1.3 Project Team Orientation: HPM shall assist City of Denton PM in conducting a Project Team orientation session (Partnering Meeting) during which HPM Project Team shall receive information regarding the Project schedule, cost, and administrative requirements from City of Denton PM.

1.1.4 Project Team Kickoff Meeting: At the start of the Project, HPM shall support the City of Denton PM in conducting a conference attended by Designer, City of Denton, and others, as appropriate. During the conference, HPM in coordination with City of Denton PM shall review the Scope, the Master Schedule, the Budget, and any other project information/constraints.

1.1.5 Project Meetings: Architect shall conduct periodic meetings attended by City of Denton, HPM, Designer, Construction Manager and others, as appropriate. Such meetings shall serve as a forum for the exchange of information concerning the Project and the review of design progress. Architect and/or Construction Manager shall prepare and distribute minutes of these meetings to City of Denton, HPM, Designer, Construction Manager, and others, as appropriate. HPM will review for accuracy before minutes are distributed by the Architect.

1.1.6 Review of Design Documents: HPM shall review the design documents and make recommendations to City of Denton PM and Designer as to constructability, scheduling, and time of construction; as to clarity, consistency, and coordination of documentation among Construction Managers; and as to the separation of the Project into contracts for various categories of the Work. The recommendations resulting from such review shall be provided to City of Denton PM and Designer in writing or as notations on the design documents. Design and scheduling responsibilities shall remain with the Designer and/or Contractor. HPM's reviews and recommendations of these items shall be to aid in the facilitation of pricing and constructing of the Work and any recommendations provided by HPM shall not be construed as an acceptance of responsibility of the Design or Schedule.



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1.1.7 City of Denton's Design Reviews: HPM shall support the City of Denton PM in facilitating City of Denton's design review of design documents with all project stakeholders, user groups, and departments. City of Denton PM shall distribute design documents as necessary, via Procore to City of Denton. HPM shall assist in design review meetings as needed with City of Denton.

1.1.8 Approvals by Regulatory Agencies: City of Denton PM shall coordinate with the Designer or Contractor the transmittal of documents to regulatory agencies for review. HPM monitor and advise City of Denton PM and Designer of potential problems regarding completion of such reviews.

1.1.9 Designer/Consultant Invoice Review: HPM shall receive and review designer and/or other consultant's invoices for completeness, accuracy, and compliance with their respective contract. HPM will upload to Procore or forward to City of Denton for processing signifying HPM's recommendation for payment. City of Denton PM will coordinate internally with Finance, other departments as required upon HPM's recommendation for payment.

1.2 Time Management

1.2.1 Master Schedule: HPM shall review the Master Schedule for the Project, prepared and maintained by the Construction Manager. The Master Schedule shall specify the proposed starting and finishing dates for the design and for each contract and the milestone dates by which certain design and construction activities must be complete. Construction Manager shall submit the Master Schedule to City of Denton PM for acceptance.

1.3 Cost Management

1.3.1 Budget: The preliminary budget based on the separate divisions of the Work required for the Project will be prepared by the City of Denton PM in Procore. HPM shall be part of the process in reviewing the budget with City of Denton PM, Designer, Construction Manager. The Budget shall be revised by City of Denton PM as required.

1.3.2 Cost Analysis: HPM shall support the City of Denton's PM in reviewing and providing input to the Construction Manager's estimated cost of various design and construction alternatives. Any Cost Analysis deliverable will be by City of Denton PM.

1.3.4 Cost Control: Construction Manager shall prepare an estimate of the construction cost for each portion of the Project that will be submitted for proposals or bids by potential Subcontractors and shall, as appropriate, include such estimates in the Budget. Each such estimate shall include a contingency acceptable to City of Denton PM, HPM, and Designer for construction costs appropriate for the type and location of the Project and the extent to which the design has progressed. The estimate for each such portion of the Project shall be accompanied by a report, prepared by the Construction Manager and issued to City of Denton PM, HPM, and Designer identifying variances from



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the Budget. HPM shall assist City of Denton PM, facilitating recommendations to City of Denton and Designer when changes to the design are required to remain within the Budget.

1.3.5 Value Engineering Studies: Construction Manager shall provide value engineering studies on major construction components. The results of these studies shall be in report form and shall be distributed to City of Denton PM, HPM, and Designer for review.

1.4 Reporting

1.4.1 Project Status Updates: By Others, HPM to review and comment to City of Denton PM as needed.

1.4.2 Schedule Reports: By Others, HPM to review and comment to City of Denton PM as needed.

1.4.3 Project Cost Reports: By Others, HPM to review and comment to City of Denton PM as needed.

1.4.4 Cash Flow: By Others, HPM to review and comment to City of Denton PM as needed.

1.4.5 Design Phase Change Report: Designer to prepare and distribute Design Phase Change Reports at each iteration of the Design that shall list all City of Denton approved changes as of the date of the report and shall state the effect of the changes on the Budget and the Master Schedule. HPM to review and comment to City of Denton PM as needed.

1.5 Subcontractor Procurement

1.5.1 Prequalifying Bidders: HPM shall assist City of Denton PM as a member of the selection committee.

1.5.2 Bidder's Interest Campaign: HPM shall assist City of Denton PM in support of Construction Manager as needed/requested to attempt to increase interest among proposers or qualified bidders.

1.5.3 Pre-bid Conference: In conjunction with City of Denton PM and Designer, HPM shall support Construction Manager (Chair of Conference) as needed/requested in conducting Pre-bid Conferences. These conferences shall be forums for the Construction Manager, City of Denton PM, HPM, and Designer to explain the Project requirements to the proposers or bidders, including information concerning schedule requirements, time and cost control requirements, access requirements, City of Denton's administrative requirements and technical information.

1.5.4 Information to Proposers or Bidders: Construction Manager shall develop and coordinate procedures to provide answers to proposers' or bidders' questions with input from City of Denton PM, HPM, and Designer, as needed.



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1.5.5 Addenda: Construction Manager shall receive from Designer a copy of all Addenda. Construction Manager shall review Addenda for constructability, for effect on the Budget, scheduling, and time of construction, and for clarity and coordination in documentation. The Construction Manager shall distribute a copy of all Addenda to each proposer or bidder receiving documents. HPM's review of Addenda shall not constitute an acceptance of the Design.

1.5.6 Estimates for Addenda: Construction Manager shall prepare an estimate of costs for all Addenda and shall submit a copy of the estimate to Designer, HPM, and to City of Denton PM for approval. HPM will review and provide input to City of Denton PM as needed.

1.5.7 Analyzing Bids: Upon receipt of the proposals or bids, Construction Manager shall evaluate the bids for responsiveness and pricing, including Alternate bid prices and Unit Prices, and shall make a recommendation to City of Denton PM regarding the award of the construction contract. HPM will review and provide input if needed to the City of Denton PM on bids received by the Construction Manager.

1.5.8 Other Independent Consultants: HPM shall recommend other consulting services that may be required including but not limited to Geotechnical Engineering services, Construction Materials Testing services, Third Party Commissioning services, LEED Consulting services, or any other services required. City of Denton PM shall solicit and obtain proposals from qualified firms, HPM will provide input as needed to the City of Denton PM on these services.

2.0 Construction (Phase 2)

2.1 Project Management (Remote Support)

2.1.1 Pre-Construction Conference: In consultation with City of Denton PM and Designer, HPM shall conduct a Pre-Construction Conference with the Construction Manager during which HPM shall review the proposed Project staffing, scheduling reporting procedures, rules, and other pertinent issues.

2.1.2 Permits, Bonds, and Insurance: HPM shall assist the City of Denton PM to verify that the required permits, bonds, and insurance have been obtained by the Construction Manager. Such action by HPM shall not relieve Construction Manager of its responsibility to comply with the provisions of the Contract Documents or local Authorities having Jurisdiction requirements.

2.1.3 Project Meetings: Construction Manager shall conduct periodic meetings with each subcontractor, and as appropriate shall conduct coordination meetings with subcontractors, City of Denton PM, HPM, and Designer. Construction Manager shall prepare and distribute minutes to all attendees. HPM will review for accuracy before minutes distributed by the Construction Manager.



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2.1.4 Change Orders: Construction Manager shall establish and implement a Change Order control system. The parties intend that these changes to the Contract between City of Denton and Construction Manager can only be accomplished by written Change Orders executed by City of Denton PM.

2.1.4.1 HPM shall review the contents of Construction Manager's change requests to the Contract Time or Price, endeavor to determine the cause of the request, and assemble and evaluate information concerning the request. HPM shall provide to Designer a copy of each change request, and HPM shall in its evaluations of Construction Manager's request consider Designer's comments regarding the proposed changes, and based on such evaluations make recommendations to City of Denton PM.

2.1.4.2 HPM shall make recommendations to City of Denton PM regarding all proposed Change Orders to incorporate all approved change requests. At City of Denton PM's direction, Architect shall prepare and issue to Construction Manager appropriate Change Order documents.

2.1.5 Disputes Between Construction Manager and City of Denton: HPM shall render in writing, within a reasonable time, opinions concerning disputes between Construction Manager and City of Denton relating to the acceptability of the Work, or the interpretation of the requirements of the Contract Documents pertaining to the furnishing and performing of the Work.

2.1.6 Construction Activity Coordination: City of Denton PM, with support from HPM and Construction Manager, shall coordinate all construction activities with local City of Denton user groups and stakeholders, project team members, and vendors.

2.1.7 Coordination of City of Denton Furnished Equipment: City of Denton PM, with support from HPM, shall communicate and coordinate with specific groups that City of Denton contracts with, outside of the Construction Manager's work, such as IT, Security, Furniture, Audio/Visual, etc. Construction Manager shall be responsible for incorporating such activities and scopes of work into the Master Program Schedule.

2.1.8 Contractor/Consultant Invoice Review: HPM shall receive and review Construction Manager and/or other consultant's invoices for completeness, accuracy, work complete, and compliance with their respective contract. HPM will upload to Procore or forward to City of Denton for processing signifying HPM's recommendation for payment.

2.1.9 Substantial Completion: As appropriate, HPM, in consultation with Designer, shall review the Work and recommend to City of Denton when the Project and Construction Manager's Work is Substantially Complete. In consultation with the Designer, HPM shall, prior to Designer issuing a Certificate of Substantial Completion, prepare a list of incomplete Work or Work which does not conform to the requirements of the Contract Documents. This list shall be attached to the Certificate of Substantial Completion.



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2.1.10 Final Completion: In consultation with Designer, HPM shall determine when the Project and Construction Manager's Work is finally completed, and shall provide to City of Denton a written recommendation regarding final payment to Construction Manager.

2.2 Onsite Construction Management (Onsite Support)

2.2.1 Onsite Management and Construction Phase Communication Procedures: HPM shall provide and maintain a management representative on the Project site to provide contract administration as an agent of City of Denton, and HPM shall establish and implement coordination and communication procedures among HPM, City of Denton, Designer and Construction Manager(s).

2.2.2 Construction Administration Procedures: HPM shall establish and implement procedures for reviewing and processing requests for clarifications and interpretations of the Contract Documents; shop drawings, samples, and other submittals; schedule adjustments; change order proposals; written proposals for substitutions; payment applications; and the maintenance of logs.

2.2.3 Project Site Meetings: Construction Manager shall conduct periodic meetings at the Project site with each subcontractor, and as appropriate shall conduct coordination meetings with subcontractors, City of Denton PM, HPM, and Designer. The Construction Manager shall prepare and distribute minutes to all attendees. HPM will review for accuracy before minutes are distributed by the Construction Manager.

2.2.4 Coordination of Other Independent Consultants: Technical inspection and testing provided by others shall be coordinated by Construction Manager. HPM shall receive a copy of all inspection and testing reports and request a copy is transmitted to the Designer and City of Denton PM. HPM shall not be responsible for providing, nor shall HPM control, the performance of technical inspection and testing.

2.2.5 Quality Review: HPM shall establish and implement a program to monitor the quality of the construction. The purpose of the program shall be to assist in guarding City of Denton against Work by Construction Manager that does not conform to the requirements of the Contract Documents. HPM shall reject any portion of the Work and transmit to City of Denton PM and Construction Manager a notice of, nonconforming Work when it is the opinion of HPM, City of Denton PM, or Designer that such Work does not conform to the requirements of the Contract Documents. HPM is not authorized to change, revoke, alter, enlarge, relax, or release any requirements of the Contract Documents or to approve or accept any portion of the Work not conforming with the requirements of the Contract Documents. It is understood that HPM's action is providing such reviews of progress and quality is a service to City of Denton and by performing such reviews HPM is not acting in a manner so as to assume responsibility for, or to be responsible or liable, in whole or in part, for all of any part of the Design or Construction for the Project. No action taken by HPM shall relieve the Contractor



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from its obligation to perform the work in strict conformity with the requirements of the Contract Documents, and in strict conformity with all other applicable laws, rules and regulations.

2.2.6 Safety Review: HPM shall endeavor to ensure that Construction Manager's site-specific safety programs are in place.

2.2.7 Security Review: HPM shall endeavor to ensure all contractors, consultants, and vendors are in compliance with all City of Denton, or other security requirements while working on site.

2.2.8 Testing and Training

2.2.8.1 Construction Manager with support from HPM shall coordinate systems testing and training for equipment as specified in the construction documents and/or the manufacturer's specifications.

2.2.8.2 Construction Manager with support from HPM shall be responsible to notify designated City of Denton personnel, who must be present to witness testing procedures as described in 2.2.8.1.

2.2.8.3 Construction Manager with support from HPM shall compile and distribute testing reports to applicable parties for their review and comments.

2.2.8.4 Construction Manager with support from HPM shall arrange, schedule, and notify all parties of re-testing if applicable.

2.3 Time Management

2.3.1 Master Schedule: Construction Manager shall maintain and proactively adjust and update the Master Schedule and distribute copies to City of Denton PM, HPM, and Designer. HPM shall review the Master Schedule for the Project and provide comments as need to the City of Denton PM.

2.3.2 Construction Manager's Construction Schedule: HPM shall review the Construction Manager Construction Schedule and shall verify that the schedule is prepared in accordance with the requirements of the Contract Documents and that it establishes completion dates that comply with the requirements of the Master Schedule.

2.3.3 Effect of Change Orders on the Schedule: Prior to the issuance of a Change Order, Construction Manager shall determine and advise City of Denton PM as to the effect on the Construction Schedule of the change. HPM shall verify that activities and adjustments of time, if any, required by approved Change Orders have been incorporated into Construction Manager's Construction Schedule.



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2.3.4 Recovery Schedules: If the work of the Construction Manager is behind schedule, after consultation with City of Denton PM and HPM, City of Denton PM may require Construction Manager to prepare and submit a Recovery Schedule, as specified in the Contract Documents.

2.4 Cost Management

2.4.1 Schedule of Values (Each Contract): If applicable by contract, Construction Manager, in consultation with HPM, shall determine a Schedule of Values for the construction contract. The Schedule of Values shall be the basis for the allocation of the total Contract Price to the activities shown on the Construction Manager's Construction Schedule, so that each Construction Manager's activities shall be allocated a price and the sum of the prices of the activities shall equal the total Contract Price. Progress payments to Construction Manager shall be based on Construction Manager's percentage of completion of the scheduled activities as set out in the Construction Schedule Reports and Construction Manager's compliance with the requirements of the Contract Documents.

2.4.2 Effect of Change Orders on Cost: HPM shall advise City of Denton PM as to the effect on the Budget of all proposed and approved Change Orders.

2.5 Reporting

2.5.1 Project Status Updates: By Others, HPM to review and comment to City of Denton PM as needed.

2.5.2 Schedule Reports: By Others, HPM to review and comment to City of Denton PM as needed.

2.5.3 Project Cost Reports: By Others, HPM to review and comment to City of Denton PM as needed.

2.5.4 Budget Revisions: By Others, HPM to review and comment to City of Denton PM as needed.

2.5.5 Cash Flow: By Others, HPM to review and comment to City of Denton PM as needed.

2.5.6 Change Order Reports: Construction Manager shall periodically, during the Construction Phase, prepare and distribute Change Order Reports. The Report shall list all City of Denton approved Change Orders by number, a brief description of the Change Order Work, the cost established in the Change Order. The Report shall also include similar information for potential change orders. HPM to review and comment to City of Denton PM as needed.



EXHIBIT A

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3.0 Post-Construction (Phase 3)

3.1 Project Management

3.1.1 Record Documents: HPM shall coordinate and pursue expedited submittals of information from Construction Manager for preparation of record “as-built” drawings and specifications and shall coordinate and expedite the transmittal of such record documents to City of Denton.

3.1.2 Operation and Maintenance Materials and Certificates: Prior to the Final Completion of the Project, Construction Manager in consultation with HPM shall receive and compile the manufacturers’ operations and maintenance manuals, warranties and guarantees, and certificates, and organize them in an electronic file structure. This information shall then be provided to City of Denton PM by Construction Manager.

3.2 Time Management

3.2.1 Occupancy Plan: City of Denton PM with support from HPM, shall prepare an Occupancy Plan that shall include a schedule for location for furniture, equipment, and City of Denton’s personnel. This schedule shall be provided to City of Denton personnel by City of Denton PM.

3.3 Cost Management

3.3.1 Change Orders: HPM shall continue during the Post-Construction Phase to provide services related to Change Orders as specified in Paragraph 2.1.4.

EXHIBIT B



Summary of Rates					
Discipline/Job Title	Hourly Rate 2023	Hourly Rate 2024	Hourly Rate 2025	Hourly Rate 2026	Hourly Rate 2027
	6/'23 - 5/'24	6/'24 - 5/'25	6/'25 - 5/'26	6/'26 - 5/'27	6/'27 - 5/'28
Sr. Program Manager	\$248	\$257	\$266	\$275	\$285
Project Manager	\$195	\$202	\$209	\$216	\$224
Assistant Project Manager	\$145	\$150	\$155	\$161	\$166
Vice President	\$320	\$331	\$343	\$355	\$367
Project Controls Specialist	\$155	\$160	\$166	\$172	\$178
Schedule Analyst	\$223	\$231	\$239	\$247	\$256
Senior Field Coordinator	\$243	\$252	\$260	\$269	\$279
Field Coordinator	\$208	\$215	\$223	\$231	\$239

*Rate increase, June of each year

Summary by Project				
Fire Station 9	Average Hours/Mo.	Months*	Total HRS	Cost
Zachary Stevenson, Sr. Program Manager	37	11	410	\$ 102,626
Joe Pipkin, Project Manager	39	11	431	\$ 84,932
Jacob McNeil, Project Controls Specialist	20	11	218	\$ 34,137
Fire Station 9	96		1059	\$ 221,696

*Duration based on 11/2023 - 9/2024

Solid Waste/Fleet	Average Hours/Mo.	Months*	Total HRS	Cost
Zachary Stevenson, Sr. Program Manager	26	21	548	\$ 138,914
Joe Pipkin, Project Manager	38	21	801	\$ 161,042
	22	21	462	\$ 73,528
Solid Waste/Fleet	86		1811	\$ 373,484

*Duration based on 11/2023 - 7/2025

EXHIBIT B



Fleet Expansion	Average Hours/Mo.	Months*	Total HRS	Cost
Justin Adams, Project Manager	33	4	130	\$ 25,350
Bella Perry, Assistant Project Manager	17	4	66	\$ 9,570
Jacob McNeil, Project Controls Specialist	22	4	88	\$ 13,640
Fleet Expansion	71		284	\$ 48,560

*Duration based on 11/2023 - 2/2024

Service Center	Average Hours/Mo.	Months*	Total HRS	Cost
Zachary Stevenson, Sr. Program Manager	38	47	1786	\$ 469,582
Joe Pipkin, Project Manager	62	47	2901	\$ 601,937
Jacob McNeil, Project Controls Specialist	22	47	1034	\$ 171,078
SFC 1	87	28	2436	\$ 650,073
Service Center	209		8157	\$ 1,892,669

*Duration based on 11/2023 - 9/2027

Totals	11311	\$ 2,536,409
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Jobsite Reimbursement Allowance (i.e. mileage,	\$ 52,100
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Total NTE w/Reimbursement Allowance	\$ 2,588,509
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Exhibit C

CITY OF DENTON INSURANCE REQUIREMENTS FOR CONTRACTORS

Bidder's attention is directed to the insurance requirements below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract. Upon bid award, all insurance requirements shall become contractual obligations, which the successful bidder 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 Contractor, the Contractor 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 bid award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance, containing the bid number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to bid opening, since the insurance requirements may not be modified or waived after bid opening unless a written exception has been submitted with the bid. **Contractor 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- VII or better.**
- Any deductibles or self-insured retentions shall be declared in the bid 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 contractor 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.
- 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 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 Contractor 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 marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. General Liability Insurance:

General Liability insurance with combined single limits of not less than **\$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an

occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[X] Automobile Liability Insurance:

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than \$500,000.00 either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned, hired and non-owned autos.

[X] Workers' Compensation Insurance

Contractor shall purchase and maintain Worker's Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least \$100,000 for each accident, \$100,000 per each employee, and a \$500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work

performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Worker's Compensation Commission (TWCC).

☐ **Owner's and Contractor's Protective Liability Insurance**

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least combined bodily injury and property damage per occurrence with a _____ aggregate.

☒ **Professional Liability Insurance**

Professional liability insurance with limits not less than \$1,000,000 per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

☐ **Builders' Risk Insurance**

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

☐ **Commercial Crime**

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than _____ each occurrence are required.

☐ **Additional Insurance**

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

ATTACHMENT 1

[] **Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities**

A. Definitions:

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- 1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- 1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - 2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4) obtain from each other person with whom it contracts, and provide to the contractor:
 - a) certificate of coverage, prior to the other person beginning work on the project; and
 - b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- 5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

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.

Hoar Program Management, LLC

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than 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** DocuSigned by:


11/3/2023

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: 7CAD7AB9683148C4967256699014482C

Status: Sent

Subject: Please DocuSign: City Council Contract 8245-001 FS9 and Fleet PM Services

Source Envelope:

Document Pages: 35

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Erica Garcia

AutoNav: Enabled

901B Texas Street

Enveloped Stamping: Enabled

Denton, TX 76209

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

erica.garcia@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original

Holder: Erica Garcia

Location: DocuSign

11/1/2023 4:29:25 PM

erica.garcia@cityofdenton.com

Signer Events**Signature****Timestamp**

Erica Garcia

Completed

Sent: 11/1/2023 4:33:38 PM

erica.garcia@cityofdenton.com

Viewed: 11/1/2023 4:33:48 PM

Senior Buyer

Signed: 11/1/2023 4:34:49 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



Sent: 11/1/2023 4:34:53 PM

lori.hewell@cityofdenton.com

Viewed: 11/2/2023 7:27:11 AM

Purchasing Manager

Signed: 11/2/2023 7:27:31 AM

City of Denton

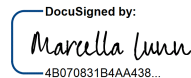
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Security Level: Email, Account Authentication
(None)

Using IP Address: 47.184.124.205

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marcella Lunn



Sent: 11/2/2023 7:27:35 AM

marcella.lunn@cityofdenton.com

Viewed: 11/2/2023 9:42:38 AM

Mack Reinwand City Attorney

Signed: 11/2/2023 9:44:29 AM

City of Denton

Signature Adoption: Pre-selected Style

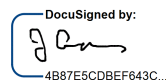
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(None)

Using IP Address: 47.24.80.197

Signed using mobile

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

James Adams



Sent: 11/2/2023 9:44:33 AM

jadams@hpmleadership.com

Resent: 11/2/2023 10:14:05 AM

Vice President

Viewed: 11/3/2023 12:37:59 PM

Security Level: Email, Account Authentication
(None)

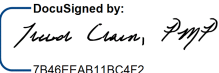
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Electronic Record and Signature Disclosure:

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Signer Events	Signature	Timestamp
<p>Trevor Crain, PMP</p> <p>Trevor.Crain@cityofdenton.com</p> <p>Director of Capital Projects</p> <p>City of Denton</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:</p>  <p>7B46EEAB11BC4F2...</p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 198.49.140.10</p>	<p>Sent: 11/3/2023 12:40:22 PM</p> <p>Viewed: 11/3/2023 12:43:24 PM</p> <p>Signed: 11/3/2023 12:43:45 PM</p>

Electronic Record and Signature Disclosure:
Accepted: 11/3/2023 12:43:24 PM
ID: 7186516e-dc37-4adf-89dd-96a26871e97f

Cheyenne Defee

cheyenne.defee@cityofdenton.com

Procurement Administration Supervisor

City of Denton

Security Level: Email, Account Authentication (None)

Sent: 11/3/2023 12:43:49 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sara Hensley

sara.hensley@cityofdenton.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jesus Salazar

jesus.salazar@cityofdenton.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 11/2/2023 10:57:21 AM
ID: 51cd3543-c606-458d-a7db-ce3c6af892d3

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Cheyenne Defee

cheyenne.defee@cityofdenton.com

Procurement Administration Supervisor

City of Denton

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 11/1/2023 4:34:52 PM

Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Seth Garcia seth.garcia@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/2/2023 3:57:14 PM ID: 26e9d961-c803-4551-b69e-ed9cc3cc8e77	<div>COPIED</div>	Sent: 11/3/2023 12:43:48 PM Viewed: 11/3/2023 3:24:49 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/1/2023 4:33:38 PM
Envelope Updated	Security Checked	11/2/2023 10:14:04 AM
Envelope Updated	Security Checked	11/2/2023 10:14:04 AM
Envelope Updated	Security Checked	11/2/2023 10:14:04 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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, US 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.